



London  
CANADA

## Council Minutes

12th Meeting of City Council  
June 27, 2023, 1:00 PM

Present: Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, S. Hillier

Also Present: L. Livingstone, A. Barbon, G. Bridge, M. Butlin, S. Corman, D. Escobar, M. Feldberg, K. Gonyou, R. Hayes, M. Hepditch, A. Hunt, S. Mathers, H. McNeely, R. Morris, G. Mosburger, K. Powell, K. Scherr, M. Schulthess, C. Smith, B. Westlake-Power, J. Yanchula

Remote Attendance: E. Bennett, B. Card, K. Dickins, M. Goldrup, A. Hagan, K. Scott, A. Thompson, B. Warner

The meeting is called to order at 1:00 PM; it being noted that Councillors E. Pelozza and S. Hillier were in remote attendance.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Recognitions

None.

At 1:07 PM, Councillor S. Trosow enters the meeting.

### 3. Review of Confidential Matters to be Considered in Public

None.

### 4. Council, In Closed Session

Motion made by: P. Cuddy

Seconded by: S. Stevenson

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

#### 4.1 Personal Matters/Identifiable Individuals

A matter pertaining to personal matters about an identifiable individuals, including communications necessary for that purpose, as it relates to interviews for nomination to the London Police Services Board of Directors. (6.1/17/SPPC)

#### 4.2 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/12/CSC)

#### 4.3 Land Acquisition/Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending lease of building by the

municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/12/CSC)

4.4 Labour Relations/Employee Negotiations / Solicitor-Client Privileged Advice  
A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.3/12/CSC)

4.5 Litigation/Potential Litigation/Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations  
A matter pertaining to the security of the property of the municipality or local board; litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. (6.4/12/CSC)

4.6 Personal Matters/Identifiable Individual  
A matter pertaining to an identifiable individual; employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/13/CSC)

4.7 Litigation/Potential Litigation  
A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/10/CPSC)

4.8 Solicitor-Client Privilege/Position, Plan, Procedure, Criteria or Instruction for Negotiation Purposes  
A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees or the Corporation and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. (6.1/10/CPSC)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

The Council convenes, In Closed Session, at 1:17 PM, and reconvenes in public session at 1:56 PM.

## **5. Confirmation and Signing of the Minutes of the Previous Meeting(s)**

5.1 11th Meeting held on June 6, 2023

Motion made by: P. Cuddy

Seconded by: P. Van Meerbergen

That the Minutes of the 11th Meeting held on June 6, 2023, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

## **6. Communications and Petitions**

Motion made by: P. Van Meerbergen  
Seconded by: S. Franke

That the communications BE RECEIVED and BE REFERRED as noted on the Council Added Agenda:

6.1 Blackfriars Bridge - Long Term Use, excluding item 4.

6.2 221 Queens Avenue

6.3 5 Year Review - Community Improvement Plans and Financial Incentive Programs

6.4 Building Division Staffing Enhancement: A Path to 47,000 Units by 2031

6.5 955 Gainsborough Road

6.6 755, 785 & 815 Wonderland Road South;

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: S. Lewis  
Seconded by: S. Stevenson

That NO ACTION BE TAKEN with respect to communication 6.1, item 4, as noted on the Council Agenda.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): A. Hopkins

**Motion Passed (14 to 1)**

## **7. Motions of Which Notice is Given**

None.

## **8. Reports**

8.1 10th Meeting of the Civic Works Committee

Motion made by: C. Rahman

That the 10th Report of the Civic Works Committee BE APPROVED, excluding items 8 (3.1) and 9 (4.1).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 6th Report of the Integrated Transportation Community Advisory Committee

Motion made by: C. Rahman

That the following actions be taken with respect to the 6th Report of the Integrated Transportation Community Advisory Committee, from the meeting held on May 17th, 2023:

a) that the Municipal Council BE REQUESTED to consider the following actions arising from the Integrated Transportation Community Advisory Committee (ITCAC) review of the Neighbourhood Connectivity Plan Pilot Program:

- i) to amend the Mobility Policy 349 to request that all city streets exempted from this policy be designated for parking on one side of the street only clearly defined exceptions such as cul-de-sacs;
- ii) to direct the Civic Administration to investigate appropriate means to review the future draft of the Neighbourhood Connectivity Plans with ITCAC in advance of consideration by the Civic Works Committee; and
- iii) to commend the Civic Administration for a very thorough and successful process which should now be formalized and applied;

b) clauses 1.1, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 4.1 and 5.2, BE RECEIVED.

it being further noted that the presentation and ~~attached~~ photos, from D. Foster, related to this matter, were received;

**Motion Passed**

3. (2.2) Contract Award - RFT-2023-083 - Traffic Signal Rebuilds for Wonderland Road South at Village Green Avenue and at Teeple Terrace- Irregular Result

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Traffic Signal Rebuilds for Wonderland Road South at Village Green Avenue and at Teeple Terrace – Irregular Result (RFT-2023-083):

- a) the bid submitted by EARTH (Holdings) Inc., at its tendered price of \$941,478.00 (excluding HST), BE ACCEPTED as per Section 8.5 a) iii) of the Procurement of Goods and Services Policy; it being

noted that the bid submitted by EARTH (Holdings) Inc., was the only compliant bid of two bids received and meets the City's specifications and requirements;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (RFT 2023-083); and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-L04IT04)

**Motion Passed**

4. (2.3) Vauxhall WWTP Pilot Plant - Request to Negotiate and Execute Site Access Agreement (Relates to Bill No. 187)

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated June 13, 2023, related to the Vauxhall Wastewater Treatment Plan Pilot Plant Request to Negotiate and Execute Site Access Agreement:

a) the proposed by-law, as appended the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to:

- i) authorize the Civic Administration to negotiate the terms of a site access agreement with Pall Water for the purposes of establishing a research test facility at Vauxhall Wastewater Treatment Plant; and,
- ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement;

b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2023-E07 2023-E03)

**Motion Passed**

5. (2.4) Appointment of Consulting Engineers for Contract Administration Services - Stormwater Infrastructure and Channel Remediation Projects

Motion made by: C. Rahman

That, on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Appointment of Consulting Engineers for Contract Administration Services for the Stormwater Infrastructure and Channel Remediation Projects:

- a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified stormwater infrastructure projects, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2(g) of the City of London's Procurement of Goods and Services Policy:
  - i) AECOM Canada Ltd. BE APPOINTED consulting engineers to complete the resident inspection and contract administration of Mud Creek Phase 2A Culvert replacement on Oxford Street West in the total amount of \$127,098.00, including contingency (excluding HST);
  - ii) the engineering design fees for AECOM Canada Ltd. BE INCREASED to recognize the additional design scope of work for the project, in accordance with the estimate on file, by \$196,758.61 (excluding HST), from \$746,074.00 to a total upset amount of \$942,832.61;
  - iii) Stantec Consulting Limited BE APPOINTED consulting engineers to complete the resident inspection and contract administration of Hyde Park Assignment 'A' Project, in the total amount of \$188,054.50, including contingency (excluding HST);
  - iv) the engineering design fees for Stantec Consulting Limited BE INCREASED to recognize the additional design scope of work for the project in accordance with the estimate on file, by \$15,534.00 (excluding HST), from \$301,032.57 to a total upset amount of \$316,566.57; and,
  - v) Matrix Solutions Inc. BE APPOINTED consulting engineers to complete the resident inspection and contract administration of Hyde Park Assignment 'B', in the total amount of \$159,815.03, including contingency (excluding HST);
  
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
  
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
  
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
  
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E01)

**Motion Passed**

6. (2.5) Funding to Support UTRCA Capital/Maintenance Projects and City Watercourse Monitoring Program

Motion made by: C. Rahman

That, on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Funding to Support UTRCA Capital Maintenance Projects and City Watercourse Monitoring Program:

- a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out the following projects with the City share in the total amount of \$85,000.00, including contingency (excluding HST); it being noted that the requirements of this provincial funding program are unique, in that only Conservation Authorities can apply,

requiring the use of clause 14.3. (a) of the Procurement of Goods and Service Policy:

- i) Fanshawe Dam – Safety Boom Design;
- ii) Fanshawe Dam – Monitoring Upgrades;
- iii) Fanshawe Dam – Drainage Gallery & Pressure Relief Well Repairs; and,
- iv) West London Dyke – Supplemental Hand Railing Design and Installation.

b) the Upper Thames River Conservation Authority BE APPOINTED to complete the 2023 Dingman Creek Surface Monitoring Program, in accordance with the estimate, on file, at an upset amount of \$243,701.00, including 10% contingency (excluding HST); it being noted that this is a unique program for which the UTRCA offers licences as well as full services to complete this work in accordance with Section 14.4 (d), (e) & (h) of the City of London's Procurement of Goods and Services Policy;

c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E13)

**Motion Passed**

7. (2.6) Contract Price Increase - Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs Project

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Contract Price Increase for the Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs Project:

a) Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs (Tender RFT 2022-016) construction contract value with Stone Town Construction Limited BE INCREASED by \$1,499,636.96 for a total contract value of \$10,768,014.71 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;

b) the financing for these projects BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these projects; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-L04/E08)

**Motion Passed**

10. (5.1) Deferred Matters List

Motion made by: C. Rahman

That the Deferred Matters List for the Civic Works Committee, as of May 9, 2023, BE RECEIVED.

**Motion Passed**

11. (5.2) Community Advisory Committee Vacancies

Motion made by: C. Rahman

That the communication as appended to the Added Agenda, from B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee, BE RECEIVED. (2023-C04)

**Motion Passed**

8. (3.1) Blackfriars Bridge - Long Term Use

Motion made by: C. Rahman

That the following actions be taken with respect to the long-term use of the Blackfriars Bridge:

a) the Option 1 – to continue with the current bridge configuration – as outlined in the staff report dated June 13, 2023 BE APPROVED;

b) the above-noted recommendation from the Long Term Use Study BE SUBMITTED to the Director of the Environmental Approvals Branch, Ontario Ministry of Environment, Conservation and Parks, as required by the previous environmental assessment review; and,  
it being pointed out that the following individuals made a verbal presentation at the public participation meeting held in conjunction with this matter:

- T. Loubani
- D. Guccuado
- R. Andary
- L. Durham
- K. Bice
- J. Culbert
- M. Wallace
- J. Harris
- A. Loewan-Nair
- M. Miksa
- J. Necktal
- Q. Flemming
- G. Brown
- A. Lee;



it being noted that the staff presentation from G. Dales, Manager Transportation Planning and Design, as appended to the Agenda, with respect to this matter, was received; and,

it being further noted that the communications, as appended to the Added Agenda, from J. Fyfe-Miller, N. Sproule, H. Tallman and L. Durham, with respect to this matter, were received. (2023-T04)

Yeas: (8): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (7): Mayor J. Morgan, H. McAlister, S. Trosow, A. Hopkins, S. Franke, E. Pelozo, and D. Ferreira

**Motion Passed (8 to 7)**

9. (4.1) Core Area Parking Initiatives

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Core Area Parking Initiatives:

a) the Civic Administration BE DIRECTED to bring forward a business case as part of the 2024-2027 Multi-Year Budget that provides funding to undertake a Downtown Parking Strategy Update;

b) the Civic Administration BE DIRECTED to undertake a procurement process to redevelop the parking lot at 185 Queens Avenue for the purposes of a mixed-use development including affordable and market units and a privately owned and operated parking garage that provides both public and reserve parking;

c) the Civic Administration BE DIRECTED to extend the current temporary free parking promotion in the Core Area to the first quarter of 2024;

d) the Civic Administration BE DIRECTED to bring forward a by-law amendment that would allow reserved parking in City parking lots at a bulk discounted monthly rate; and,

e) the above-noted staff report BE RECEIVED. (2023-T02)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

8.2 17th Meeting of the Strategic Priorities and Policy Committee

Motion made by: C. Rahman

Seconded by: S. Franke

That pursuant to section 2.3 of the Council Procedure By-law, the rules of the by-law BE SUSPENDED for the purpose of permitting members to speak more than once to this matter.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, P. Van Meerbergen, S. Franke, and D. Ferreira

Nays: (3): S. Lehman, E. Pelozza, and S. Hillier

**Motion Passed (12 to 3)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and S. Hillier

Absent: (1): D. Ferreira

**Motion Passed (14 to 0)**

2. (5.1) Consideration of Appointment to the London Police Services Board

At 3:06 PM, His Worship Mayor J. Morgan places Councillor S. Lehman in the Chair.

At 3:11 PM, His Worship Mayor J. Morgan resumes the Chair.

**Election**

Consideration of appointment to the London Police Services Board

**Michele Anderson (0.00 %):**None

**Gita Canaran (0.00 %):**None

**Stephen D Amelio (40.00 %):**Mayor J. Morgan, S. Lewis, H. McAlister, S. Trosow, S. Franke, C. Rahman

**Ryan Gauss (46.67 %):**S. Hillier, E. Pelozza, P. Van Meerbergen, S. Lehman, P. Cuddy, S. Stevenson, J. Pribil

**Joseph Wabegijig (13.33 %):**A. Hopkins, D. Ferreira

**Conflict (0):** None

**Majority Winner: No majority**

**Election**

Consideration of Selection to the London Police Services Board - run off (round 2)

**Stephen D'Amelio (50.00 %):**Mayor J. Morgan, S. Lewis, S. Hillier, H. McAlister, S. Trosow, S. Franke, C. Rahman

**Ryan Gauss (50.00 %):**E. Pelozza, P. Van Meerbergen, S. Lehman, P. Cuddy, S. Stevenson, J. Pribil, D. Ferreira

**Conflict (0):** None

**Majority Winner: No majority**

## **Election**

Consideration of Selection to the London Police Services Board - run off (round 2)

**Stephen D'Amelio (42.86 %):** Mayor J. Morgan, S. Lewis, H. McAlister, S. Trosow, S. Franke, C. Rahman

**Ryan Gauss (57.14 %):** S. Hillier, E. Pelozza, P. Van Meerbergen, S. Lehman, P. Cuddy, S. Stevenson, J. Pribil, D. Ferreira

**Conflict (0):** None

**Majority Winner: Ryan Gauss**

Motion made by: S. Lewis

Seconded by: S. Lehman

That Ryan Gauss BE APPOINTED to the London Police Services Board for the term ending November 14, 2026.

Yeas: (12): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (3): H. McAlister, S. Trosow, and S. Franke

**Motion Passed (12 to 3)**

Motion made by: P. Cuddy

Seconded by: S. Trosow

That the Council recess at this time.

**Motion Passed**

At 3:58 PM, Councillor C. Rahman leaves the meeting.

The Council recesses at 3:58 PM and resumes at 4:22 PM.

### 8.3 18th Meeting of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That Items 1 to 10 (3.4) the 18th Report of the Strategic Priorities and Policy Committee BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): C. Rahman

**Motion Passed (14 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.3) London Economic Development Corporation (LEDC) Activity Report Update 2022

Motion made by: S. Lewis

That the London Economic Development Corporation Activity Update 2022 BE RECEIVED for information.

**Motion Passed**

3. (2.4) London Community Recovery Network - Update Report 2020-2022

Motion made by: S. Lewis

That, on the recommendation of the City Manager the report dated June 20, 2023, with respect to the London Community Recovery Network – Update Report 2020-2022 BE RECEIVED.

**Motion Passed**

4. (2.5) London Community Grants Program Innovation and Capital Funding Allocations (2023)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the report dated June 20, 2023, titled “London Community Grants Program Innovation and Capital Funding Allocations (2023)”, BE RECEIVED for information.

**Motion Passed**

5. (2.6) Anti-Hate Response Pilot Agreement with Ontario Ministry of Citizenship and Multiculturalism (Relates to Bill No. 190)

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the following actions be taken:

- a) the City of London’s Anti-Hate Response Pilot BE ENDORSED;
- b) the proposed by-law as appended to the staff report dated June 20, 2023, as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to:
  - i) approve the Ontario Transfer Payment Agreement, ~~attached~~ as Schedule A to the proposed by-law, for the Anti-Hate Pilot Project (“Ontario Transfer Payment Agreement”) between His Majesty the King in Right of Ontario, as represented by the Minister of Citizenship and Multiculturalism and The Corporation of the City of London;
  - ii) authorize the Mayor and the City Clerk to execute the Ontario Transfer Payment Agreement approved in paragraph i) above;
  - ii) delegate authority to the City Manager, or their written delegate, to approve and execute further amending agreements to

the Ontario Transfer Payment Agreement if they are consistent with the requirements of the Ontario Transfer Payment Agreement approved in paragraph i) above and do not require additional funding or are provided for in the City's current budget and do not increase the indebtedness or contingent liabilities of The Corporation of the City of London;

ii) delegate authority to the City Manager, or their written delegate, to undertake all administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Funds specified in the Ontario Transfer Payment Agreement that are necessary in connection with the Transfer Payment Agreement approved in paragraph i) above; and,

iii) delegate authority to the City Manager, or their written delegate, to make the necessary inquiries of all internal Service Areas and, if appropriate based on those inquiries, to execute the Attestation as appended to the staff report as Appendix "B" from the City of London regarding compliance with the Ontario Human Rights Code as required by the Province for the purposes of the Transfer Payment Agreement;

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this matter.

**Motion Passed**

6. (2.7) 5th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: S. Lewis

That the 5th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on May 29, 2023 BE RECEIVED.

**Motion Passed**

7. (3.1) London Hydro Inc. - 2022 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 191)

Motion made by: S. Lewis

That the following actions be taken with respect to London Hydro Inc.:

a) the proposed by-law as appended to the staff report dated June 20, 2023 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc." BE INTRODUCED at the Municipal Council meeting to be held June 27, 2023;

b) the proposed "Recruitment Process for Director Appointments", as appended to the staff report dated June 20, 2023 as Appendix 'B', BE APPROVED;

c) the presentation by V. Sharma, CEO and C. Graham, Board Chair, London Hydro Inc., BE RECEIVED;

- d) the 2022 Annual Report on Finance BE RECEIVED;
- e) the communication from London Hydro Inc. regarding the Election of Directors BE RECEIVED; and,
- f) London Hydro Inc. BE REQUESTED to bring forward 2 names for consideration for appointment to the August 16, 2023 Strategic Priorities and Policy Committee meeting.

**Motion Passed**

- 8. (3.2) London and Middlesex Community Housing - 2022 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 192)

Motion made by: S. Lewis

That the following actions be taken with respect to the London & Middlesex Community Housing (LMCH):

- a) on the recommendation of the City Manager, the proposed by-law as appended to the staff report dated June 2023 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing", BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023;
- b) the presentation by P. Squire, Chair and P. Chisholm, CEO, London & Middlesex Community Housing BE RECEIVED;
- c) the 2022 Financial Statements BE RECEIVED;
- d) the 2022 Annual Report - Building for the Future BE RECEIVED; and,
- e) the London and Middlesex Community Housing Board of Directors BE REQUESTED to bring forward a tenant's name for consideration to the Strategic Priorities and Policy Committee meeting on September 19, 2023;

it being noted that for the current tenant vacancy on the LMCH Board the City Clerk will circulate to all members of Council all of the applications received at the same time that these are provided to the LMCH Board in accordance with the current Recruitment Process for Director Appointments.

**Motion Passed**

- 9. (3.3) Housing Development Corporation, London (HDC) - 2022 Annual General Meeting of the Shareholder Annual Resolutions

Motion made by: S. Lewis

That the following actions be taken with respect to the Housing Development Corporation, London:

- a) the recommendation of the City Manager, the Independent Auditor's Report of KPMG LLP for the Shareholder of Housing Development Corporation, London, dated December 31, 2022, BE RECEIVED;

- b) the 2022 Financial Statements BE RECEIVED;
- c) the 2022 Year End Report to the Shareholder BE RECEIVED;  
and,
- d) the verbal presentation from C. Cooper and added presentation from M. Feldberg, CEO, Housing Development Corporation BE RECEIVED.

**Motion Passed**

10. (3.4) 2024 Growth Management Implementation Strategy (GMIS) Update

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development regarding the implementation of the London Plan growth management policies applicable to the financing of growth-related infrastructure works, the following actions be taken:

a) the 2024 Growth Management Implementation Strategy Update BE APPROVED as appended to the staff report dated June 20, 2023 as Appendix "B"; it being noted that:

- i) Sunningdale SWMF E1 will be rescheduled from 2022 to 2024;
- ii) White Oaks SWMF 3 – West will be rescheduled from 2022 to 2024;
- iii) Stoney Creek SWM 10 will be rescheduled from 2027 to 2028;
- iv) Kilally (A30) Growth Area – Kilally Water (Phase 2, Webster St. to Clarke Rd.) will be rescheduled from 2023 to 2024; and
- v) it being further noted that further review with the development industry will take place to address housing supply opportunities in the Northeast GMIS Area/Kilally Road area;

b) the Capital Budget BE ADJUSTED to reflect the timing changes associated with the projects noted in clause (a) above;

it being pointed out that the public participation meeting associated with this matter, the following individuals made oral submissions regarding this matter:

- A. Beaton, Urban League;
- J. Dionne, Sifton Properties;
- M. Wallace, London Development Institute;

it being further pointed out that the Strategic Priorities and Policy Committee received the following communications with respect to this matter:

- a communication dated June 9, 2023 from A. Beaton and S. Levin, Urban League of London;
- a communication dated June 9, 2023 from P. Masschelein, Senior Vice President and J. Diotte, Manager, Engineering, Sifton;
- a communication dated June 19, 2023 from P. Masschelein, Senior Vice President, Sifton.

**Motion Passed**

11. (4.1) Lower Thames Valley Conservation Authority (LTVCA) and Kettle Creek Conservation Authority (KCCA) - Ministry of Natural Resources and Forestry

Motion made by: S. Lewis

That the following actions be taken with respect to the Lower Thames Valley Conservation Authority and Kettle Creek Conservation Authority:

- a) the communication dated May 30, 2023 from The Honourable Graydon Smith, Minister of Natural Resources and Forestry BE RECEIVED;
- b) Councillor H. McAlister BE APPOINTED to the Lower Thames Valley Conservation Authority for the term ending November 14, 2026; and,
- c) Councillors J. Pribil and P. Van Meerbergen BE APPOINTED to the Kettle Creek Conservation Authority for the term ending November 14, 2026.

Motion made by: S. Lewis

Motion to approve parts a) and b):

That the following actions be taken with respect to the Lower Thames Valley Conservation Authority and Kettle Creek Conservation Authority:

- a) the communication dated May 30, 2023 from The Honourable Graydon Smith, Minister of Natural Resources and Forestry BE RECEIVED;
- b) Councillor H. McAlister BE APPOINTED to the Lower Thames Valley Conservation Authority for the term ending November 14, 2026; and,

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): C. Rahman

**Motion Passed (14 to 0)**

Motion made by: S. Lewis

Motion to approve part c)

- c) Councillors J. Pribil and P. Van Meerbergen BE APPOINTED to the Kettle Creek Conservation Authority for the term ending November 14, 2026.

Yeas: (1): D. Ferreira

Nays: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and S. Hillier

Absent: (1): C. Rahman

**Motion Failed (1 to 13)**

Motion made by: S. Lewis

Seconded by: S. Trosow



That Councillor J. Pribil BE APPOINTED to the Kettle Creek Conservation Authority for the term ending November 14, 2026.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): C. Rahman

**Motion Passed (14 to 0)**

Motion made by: S. Trosow

Seconded by: P. Cuddy

That part b) of the motion approving the appointment of Councillor H. McAlister to the Lower Thames Valley Conservation Authority for the term ending November 14, 2023 BE RECONSIDERED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): C. Rahman

**Motion Passed (14 to 0)**

Motion made by: S. Lewis

Following the approval of reconsideration, the following motion is put

b) Councillor H. McAlister BE APPOINTED to the Lower Thames Valley Conservation Authority for the term ending November 14, 2026; and,

Nays: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (2): C. Rahman, and S. Hillier

**Motion Failed (0 to 13)**

Motion made by: A. Hopkins

Seconded by: P. Cuddy

That Councillor P. Van Meerbergen BE APPOINTED to the Lower Thames Valley Conservation Authority for the term ending November 14, 2026

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): C. Rahman

**Motion Passed (14 to 0)**

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That the Minister of Natural Resources and Forestry BE PETITIONED to provide for the appointment of one citizen for the final vacancy for membership on the Kettle Creek Conservation Authority Board of Directors; it being noted that two Council members are appointed as members of the Board of Directors.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): C. Rahman

**Motion Passed (14 to 0)**

12. (2.1) June Progress Update - Health and Homelessness Whole of Community System Response

At 5:08 PM, His Worship Mayor J. Morgan places Councillor S. Lehman in the Chair.

At 5:3 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, the June Progress Update – Health & Homelessness Whole of Community System Response report BE RECEIVED for information.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): S. Stevenson

Absent: (1): C. Rahman

**Motion Passed (13 to 1)**

13. (2.2) Core Area Action Plan 2022 Review

At 5:20 PM, Councillor E. Pelozza leaves the meeting.

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the Deputy City Manager, Planning & Economic Development, and the Deputy City Manager, Social & Health Development, the following actions be taken:

a) the staff report dated June 20, 2023 entitled “Core Area Action Plan 2022 Review”, including its appendices, BE RECEIVED;

b) one-time funding of \$100,000 in support of the Holly Jolly Market and Downtown for the Holidays events BE APPROVED from the Operating Budget Contingency Reserve; and,

c) a one-time funding increase of \$50,000 to support 2023 Summer, Fall and Winter Core Area events and activations BE APPROVED from the Operating Budget Contingency Reserve;

it being noted that the Strategic Priorities and Policy Committee received a communication dated June 18, 2023 from D. Brown, Coordinator, Midtown Community Organization with respect to this matter.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): S. Stevenson

Absent: (2): C. Rahman, and E. Pelozza

**Motion Passed (12 to 1)**

#### 8.4 10th Meeting of the Planning and Environment Committee

Motion made by: S. Lehman

That the 10th Report of the Planning and Environment Committee BE APPROVED, excluding items 4 (3.1) and 5 (3.2); it being noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

**Motion Passed (13 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

#### 2. (2.1) 6th Report of the Ecological Community Advisory Committee

Motion made by: S. Lehman

That the 6th Report of the Ecological Community Advisory Committee, from its meeting held on May 18, 2023, BE RECEIVED for information.

**Motion Passed**

#### 3. (2.2) ESA Lands Asset Plan and Data Management Tool - Contract Award (RFP-2023-018)

Motion made by: S. Lehman

That, on the recommendation of the Deputy City Manager, Planning and Development, the following actions be taken with respect to the appointment of consulting services for the completion of an Environmentally Significant Area (ESA) Lands Asset Plan and Data Management Tool:

- a) North South Environmental Inc. BE APPOINTED project consultants to prepare an Environmentally Significant Area (ESA)

Asset Plan and Data Management Tool, in the total amount of \$179,394.00 (including contingency), excluding HST;

b) the financing for the project BE APPROVED in accordance with the Source of Financing Report appended to the staff report dated June 12, 2023 as Appendix 'A';

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,

e) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations.

**Motion Passed**

6. (5.1) Deferred Matters

Motion made by: S. Lehman

That the Deferred Matters List for the Planning and Environment Committee, as at May 31, 2023, BE RECEIVED.

**Motion Passed**

4. (3.1) 221 Queens Avenue (TZ-9598) (Relates to Bill No. 201)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 221 Queens Avenue:

a) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property by extending the Temporary Use (T-69) Zone for a temporary period of three (3) years, BE REFUSED for the following reasons:

- i) the request is not consistent with the policies of the Provincial Policy Statement, 2020;
- ii) the request does not conform to the established policies of The London Plan regarding temporary commercial parking lots;
- iii) the request does not implement the goals of Our Move Forward: London's Downtown Plan; and,
- iv) the request does not implement the recommendations of the Downtown Parking Strategy;

b) the proposed by-law appended to the staff report dated June 12, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), by extending the Temporary Use (T-69) Zone for a period not exceeding one (1) year;

it being noted that the purpose of the recommended short-term one (1) year extension of the temporary zone is to allow the applicant

an opportunity to provide a detailed strategy for the subject site in line with the Downtown Plan policies;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- A. Haasen, Sifton Properties Limited;

it being further noted that the Municipal Council refuses the three-year extension for this application for the following reasons:

- the request is not consistent with the policies of the Provincial Policy Statement, 2020;
- the request does not conform to the established policies of The London Plan regarding temporary commercial parking lots;
- the request does not implement the goals of Our Move Forward: London's Downtown Plan; and,
- the request does not implement the recommendations of the Downtown Parking Strategy;

it being further noted that the Municipal Council approves the one-year extension for this application for the following reasons:

- the request to extend the temporary zone for a period of three (3) years, representing the maximum extension permitted, does not encourage long-term redevelopment of the site in support of achieving London's Housing Pledge target of 47,000 units by 2031; and,
- the recommended one (1) year extension is a balanced approach that allows existing users of the surface commercial parking lot to make alternative parking arrangements while encouraging long-term redevelopment of the site to a more intense, transit-supportive use that is consistent with the policies of the Provincial Policy Statement, and The London Plan. The additional year will also provide an opportunity for Civic Administration to collaborate with the landowner to facilitate a strategy that generates new housing units in the Downtown Core and work towards achieving London's Housing Pledge target of 47,000 units;

It being noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters

Motion made by: S. Lewis

Seconded by: S. Stevenson

That the application related to 221 Queens Avenue, BE REFERRED back to the Planning and Environment for additional discussion with the applicant including the incorporation of an enhanced landscaping plan and the consideration of a three (3) year extension for the temporary use.

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, A. Hopkins, P. Van Meerbergen, and S. Hillier

Nays: (3): S. Trosow, S. Franke, and D. Ferreira

Absent: (2): C. Rahman, and E. Pelosa

**Motion Passed (10 to 3)**

5. (3.2) 5 Year Review - Community Improvement Plans and Financial Incentive Programs (Final)

That Item 5 (clause 3.2) of the 10th Report of the Planning and Environment Committee BE FURTHER AMENDED by adding a new part d) xxi):

"xxi) that 206 Piccadilly be added to the Downtown Community Improvement Plan Project Area"

Motion made by: S. Lehman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the evaluation of Community Improvement Plan and Financial Incentives Programs:

a) the recommendations identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that can be addressed through existing budgets BE IMPLEMENTED:

i) the Civic Administration BE DIRECTED to revise the City of London Community Improvement Plan for Brownfield Incentives to update references to The London Plan, Provincial planning legislation, and Provincial financing tools;

ii) the Community Improvement Plan for Industrial Land Uses BE AMENDED to remove 'businesses that develop computer software or hardware for license or sale to end users that are on land zoned for industrial uses' and to remove 'enhanced transportation and logistics', it being noted that 'enhanced transportation and logistics' is not defined as targeted in Schedule 3 of the Community Improvement Plan;

iii) the Civic Administration BE DIRECTED to remove references to the former 1989 Official Plan and Provincial Policy Statement and to replace them with The London Plan and the 2020 Provincial Policy Statement in all Community Improvement Plans;

iv) that the Upgrade to Building Code Loan Program and the Façade Improvement Loan Program BE AMENDED to modify the repayment schedules to reduce the term length for loan amounts that are equal to or less than \$5,000 from 114 monthly payments to 54 monthly payments instead;

v) the Airport Area Community Improvement Plan (CIP) BE AMENDED to revise the eligibility criteria and requirements for retroactive applications, it being noted the Airport Area CIP requirements are inconsistent compared to other City of London CIPs;

vi) the goals and objectives of the Downtown and Old East Village Community Improvement Plans BE AMENDED to introduce measurable objectives to inform when the CIPs' identified Community Improvement goals have been achieved;

vii) the Heritage Community Improvement Plan, City of London Community Improvement Plan for Brownfield Incentives, and Community Improvement Plan for Industrial Land Uses BE AMENDED to include performance measures, indicators of success, and targets to align with current City policies and Municipal Council Strategic Directions;

viii) the Civic Administration BE DIRECTED to review the effectiveness of the Financial Incentive Programs supporting the City of London Community Improvement Plan for Brownfield Incentives; and,

ix) the Development Charges Grant and the Tax Increment Equivalent Grant Programs in the City of London Community Improvement Plan for Brownfield Incentives BE AMENDED to limit the duration of Municipal Council's commitment, it being noted that

the Program does not define a time limit for holding City funds committed in future budgets;

b) the recommendations identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that result in a funding reduction, or a program being suspended, BE IMPLEMENTED:

i) the Industrial Land Corridor Enhancement Grant Program BE DELETED from the Community Improvement Plan for Industrial Land Uses;

ii) the funding for the Property Tax Assistance Grant Program in the London Community Improvement Plan for Brownfield Incentives BE SUSPENDED in the next Multi-Year Budget pending review of the impact of 2023 changes made to the Provincial Brownfield Financial Tax Incentive Program; and,

iii) that funding for the Wharncliffe Road Corridor Sign Loan Program in the Lambeth Area Community Improvement Plan BE SUSPENDED in the 2024-2027 Multi-Year Budget, it being noted that this program will continue to be approved as part of the Lambeth Area Community Improvement Plan;

c) the recommendation identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that continues existing financial incentive programs with an existing budget BE IMPLEMENTED:

i) that, based on results from the review of the City's current Community Improvement Plans and the associated Incentive Programs, the following Programs, BE CONTINUED, noting that funding for these Programs was set to expire December 31, 2023:

A) Residential Development Charges Grant Programs offered in the Downtown and Old East Village Community Improvement Project Areas;

B) Downtown, Old East Village, and SoHo Rehabilitation and Redevelopment Tax Grant Programs;

C) Downtown, Old East Village, Hamilton Road, and SoHo Upgrade to Building Code Loan Programs;

D) Downtown, Old East Village, and Hamilton Road Upgrade to Building Code Loan Programs, including existing provisions for forgivable loans;

E) Downtown, Hamilton Road, Old East Village, Lambeth and SoHo Façade Improvement Loan Programs;

F) Downtown and Old East Village Façade Improvement Loan Programs, including existing provisions for forgivable loans; and,

G) City-wide Industrial Development Charge Program that continues to distinguish between targeted and non-targeted industrial uses;

d) the Civic Administration BE DIRECTED to submit business cases for all recommendations requiring additional investment through the 2024-2027 Multi-Year Budget process:

#### Enhancing an Existing Financial Incentive Program

i) the Core Area Community Improvement Plan BE AMENDED to make available to properties facing Dundas Street in the Midtown Area, the Façade Improvement Loan, Upgrade to Building Code Loan, and the Rehabilitation and Redevelopment Tax Grant Programs;

ii) the Civic Administration BE DIRECTED to investigate the feasibility of funding the Upgrade to Building Code Loan, the Façade Improvement Loan, and the Rehabilitation and Redevelopment Tax Grant Programs approved in 2021 for the

Argyle Core Area CIP, including consideration of a forgivable loan component for properties facing Dundas Street between Clarke Road and Hale Street;

- iii) the Civic Administration BE DIRECTED to investigate the feasibility of amending the Upgrade to Building Code Loan Program offered in the Downtown and Old East Village Community Improvement Project Plans to increase the amount of the forgivable portion from 12.5% to 75% for residential units created in building levels above the ground floor and from 12.5% to 50% for commercial units created in building levels above the ground floor;
- iv) the Civic Administration BE DIRECTED to review the feasibility of including a Safety Audit Grant Program in the Hamilton Road Area and Argyle Core Area Community Improvement Plans;
- v) the Civic Administration BE DIRECTED to report back to Municipal Council with recommendations for eligible property security improvements under the Core Area Safety Audit Grant Program to supplement recommended improvements from safety audits which also consider community visual impact;
- vi) the Civic Administration BE DIRECTED to investigate the feasibility of amending the Rehabilitation and Redevelopment Tax Grant Program offered in the Downtown and Old East Village Community Improvement Plans to increase the grant value for Level 2 properties to promote occupancy in above ground floors;
- vii) the Civic Administration BE DIRECTED to investigate improving the functionality of the existing Additional Residential Unit Loan Program to encourage the construction of Additional Residential Units in alignment with the multi-year budget process;

#### Creating a New Financial Incentive Program or Community Improvement Plan

- viii) that, following Council's adoption of the 2024-2027 Multi-Year Budget setting funding for Financial Incentive Programs in existing Community Improvement Plan, Civic Administration TO REPORT BACK on the policy and financial impacts of introducing a new Community Improvement Plan for the Hyde Park Hamlet on Gainsborough Road;
- ix) the Heritage Community Improvement Plan BE AMENDED to add a new Heritage Grant Program to incentivize the rehabilitation of Heritage properties up to \$5,000 capped at 50% of completed eligible improvements;
- x) the Civic Administration BE DIRECTED to investigate the feasibility of adding energy upgrades and climate change adaptation measures into London's Community Improvement Plans;
- xi) the Civic Administration BE DIRECTED to review the Affordable Housing Community Improvement Plan and report back to Municipal Council on how to improve the Plan to incentivize affordable housing developments;
- xii) the Civic Administration BE DIRECTED to prepare new Community Improvement Plans and programs to support low-cost housing within primary transit areas;
- xiii) the Civic Administration BE DIRECTED to investigate the feasibility of introducing a new grant program in the Downtown, Old East Village, SoHo, Argyle Core Area, Lambeth, and Hamilton Road Area Community Improvement Plans for funding 100% of eligible interior and exterior building improvements undertaken by business tenants, up to a maximum of \$5,000;
- xiv) the Civic Administration BE DIRECTED to investigate the feasibility of a new community improvement financial incentive program to support conversion of vacant commercial buildings with a low potential for continued commercial use to residential units in alignment with the multi-year budget process;



- xv) the Civic Administration BE DIRECTED to investigate the feasibility of introducing a new community improvement financial incentive program to support attainable housing within primary transit areas in alignment with the multi-year budget process; and,
- xvi) the Civic Administration BE DIRECTED to review the Core Area Community Improvement Plan to consider amendments addressing property acquisition options and financial incentive programs aimed at identifying and encouraging commercial occupancy options identified through the Core Area Land and Building Vacancy Reduction Strategy;  
Boundary Changes to a Community Improvement Project Area
- xvii) the Civic Administration BE DIRECTED to investigate the feasibility of consolidating the Core Area, Downtown, and Old East Village Community Improvement Plans, it being noted that the Core Area comprises of three distinct areas: Downtown, Midtown, and Old East Village;
- xviii) the Old East Village Community Improvement Plan Project Area BE AMENDED to include the properties located at 425 Rectory Street, 419 Rectory Street, 417 Rectory Street, 415 Rectory Street, 800 King Street, 796 King Street, 794 King Street, 790 King Street, 786 King Street, 784 King Street, 774 King Street, 768 King Street, 764 King Street, 762 King Street, 758 King Street, 754 King Street, 748 King Street, 376 Hewitt Street, 378 Hewitt Street, 380 Hewitt Street, 382 Hewitt Street, 386 Hewitt Street, and 390 Hewitt Street; and,
- xix) the Hamilton Road Community Improvement Plan Project Area BE AMENDED to include the property located at 512 Horton Street East; and,
- xx) the comments and communications received as part of the associated public participation meeting relating to affordable housing BE FORWARDED to the appropriate external reference group(s) for consideration;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated June 5, 2023 from K. Duever, VP, Public Affairs, London Chamber of Commerce; and,
- the revised staff report;
- the staff presentation;
- a communication dated June 12, 2023 from Councillor S. Franke;
- a communication dated June 8, 2023 from B. Maly, Downtown London Executive Director and S. . Collyer, LDBA Board Chair;
- a communication dated June 8, 2023 from A. McClenaghan, Chair, Mainstreet London; and,
- a communication dated June 9 2023 from S. Levin;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- S. Levin;
- M. Wallace, London Development Institute;
- D. Bellrose;
- B. Maly, Executive Director, Downtown London Business Improvement Area;
- K. Duever, London Chamber of Commerce;
- J. Ryan, Indwell;
- Sister J. Atkinson, Sister of St. Joseph and Vision SoHo Alliance Group;

- J. Pastorius, Old East Village Business Improvement Area; and,
- J. A. John, Partner Housing.

Motion made by: S. Franke

Seconded by: Mayor J. Morgan

That Item 5 (clause 3.2) of the 10th Report of the Planning and Environment Committee BE AMENDED by adding a new part e), as follows:

“e) that the Civic Administration BE DIRECTED to review existing (and consider in future) housing-related CIPs opportunities to include and incentivize the creation of affordable housing units, and report back no later than Q2 of 2024, including but not limited to:

- i) the introduction of mandatory minimums to access CIP funds; and
- ii) options to include affordable housing units in existing buildings;

it being noted that changes to provincial legislation on affordable housing necessitates a review of the existing financial incentive programs;”

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

**Motion Passed (13 to 0)**

Motion made by: S. Lehman

Seconded by: A. Hopkins

That the motion, as amended, BE APPROVED.

Motion made by: D. Ferreira

Seconded by: S. Lewis

That Item 5 (clause 3.2) of the 10th Report of the Planning and Environment Committee BE FURTHER AMENDED by adding a new part d) xxi):

"xxi) that 206 Piccadilly be added to the Downtown Community Improvement Plan Project Area"

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

**Motion Passed (13 to 0)**

Motion made by: S. Lehman

Seconded by: H. McAlister

That the motion as further amended, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

**Motion Passed (13 to 0)**

Item 5, clause 3.2, as amended, reads as follows:

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the evaluation of Community Improvement Plan and Financial Incentives Programs:

a) the recommendations identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that can be addressed through existing budgets BE IMPLEMENTED:

i) the Civic Administration BE DIRECTED to revise the City of London Community Improvement Plan for Brownfield Incentives to update references to The London Plan, Provincial planning legislation, and Provincial financing tools;

ii) the Community Improvement Plan for Industrial Land Uses BE AMENDED to remove 'businesses that develop computer software or hardware for license or sale to end users that are on land zoned for industrial uses' and to remove 'enhanced transportation and logistics', it being noted that 'enhanced transportation and logistics' is not defined as targeted in Schedule 3 of the Community Improvement Plan;

iii) the Civic Administration BE DIRECTED to remove references to the former 1989 Official Plan and Provincial Policy Statement and to replace them with The London Plan and the 2020 Provincial Policy Statement in all Community Improvement Plans;

iv) that the Upgrade to Building Code Loan Program and the Façade Improvement Loan Program BE AMENDED to modify the repayment schedules to reduce the term length for loan amounts that are equal to or less than \$5,000 from 114 monthly payments to 54 monthly payments instead;

v) the Airport Area Community Improvement Plan (CIP) BE AMENDED to revise the eligibility criteria and requirements for retroactive applications, it being noted the Airport Area CIP requirements are inconsistent compared to other City of London CIPs;

vi) the goals and objectives of the Downtown and Old East Village Community Improvement Plans BE AMENDED to introduce measurable objectives to inform when the CIPs' identified Community Improvement goals have been achieved;

vii) the Heritage Community Improvement Plan, City of London Community Improvement Plan for Brownfield Incentives, and Community Improvement Plan for Industrial Land Uses BE AMENDED to include performance measures, indicators of success, and targets to align with current City policies and Municipal Council Strategic Directions;

viii) the Civic Administration BE DIRECTED to review the effectiveness of the Financial Incentive Programs supporting the City of London Community Improvement Plan for Brownfield Incentives; and,

ix) the Development Charges Grant and the Tax Increment Equivalent Grant Programs in the City of London Community Improvement Plan for Brownfield Incentives BE AMENDED to limit

the duration of Municipal Council's commitment, it being noted that the Program does not define a time limit for holding City funds committed in future budgets;

b) the recommendations identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that result in a funding reduction, or a program being suspended, BE IMPLEMENTED:

- i) the Industrial Land Corridor Enhancement Grant Program BE DELETED from the Community Improvement Plan for Industrial Land Uses;
- ii) the funding for the Property Tax Assistance Grant Program in the London Community Improvement Plan for Brownfield Incentives BE SUSPENDED in the next Multi-Year Budget pending review of the impact of 2023 changes made to the Provincial Brownfield Financial Tax Incentive Program; and,
- iii) that funding for the Wharncliffe Road Corridor Sign Loan Program in the Lambeth Area Community Improvement Plan BE SUSPENDED in the 2024-2027 Multi-Year Budget, it being noted that this program will continue to be approved as part of the Lambeth Area Community Improvement Plan;

c) the recommendation identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that continues existing financial incentive programs with an existing budget BE IMPLEMENTED:

i) that, based on results from the review of the City's current Community Improvement Plans and the associated Incentive Programs, the following Programs, BE CONTINUED, noting that funding for these Programs was set to expire December 31, 2023:

- A) Residential Development Charges Grant Programs offered in the Downtown and Old East Village Community Improvement Project Areas;
- B) Downtown, Old East Village, and SoHo Rehabilitation and Redevelopment Tax Grant Programs;
- C) Downtown, Old East Village, Hamilton Road, and SoHo Upgrade to Building Code Loan Programs;
- D) Downtown, Old East Village, and Hamilton Road Upgrade to Building Code Loan Programs, including existing provisions for forgivable loans;
- E) Downtown, Hamilton Road, Old East Village, Lambeth and SoHo Façade Improvement Loan Programs;
- F) Downtown and Old East Village Façade Improvement Loan Programs, including existing provisions for forgivable loans; and,
- G) City-wide Industrial Development Charge Program that continues to distinguish between targeted and non-targeted industrial uses;

d) the Civic Administration BE DIRECTED to submit business cases for all recommendations requiring additional investment through the 2024-2027 Multi-Year Budget process:

#### Enhancing an Existing Financial Incentive Program

i) the Core Area Community Improvement Plan BE AMENDED to make available to properties facing Dundas Street in the Midtown Area, the Façade Improvement Loan, Upgrade to Building Code Loan, and the Rehabilitation and Redevelopment Tax Grant Programs;

- ii) the Civic Administration BE DIRECTED to investigate the feasibility of funding the Upgrade to Building Code Loan, the Façade Improvement Loan, and the Rehabilitation and Redevelopment Tax Grant Programs approved in 2021 for the Argyle Core Area CIP, including consideration of a forgivable loan component for properties facing Dundas Street between Clarke Road and Hale Street;
- iii) the Civic Administration BE DIRECTED to investigate the feasibility of amending the Upgrade to Building Code Loan Program offered in the Downtown and Old East Village Community Improvement Project Plans to increase the amount of the forgivable portion from 12.5% to 75% for residential units created in building levels above the ground floor and from 12.5% to 50% for commercial units created in building levels above the ground floor;
- iv) the Civic Administration BE DIRECTED to review the feasibility of including a Safety Audit Grant Program in the Hamilton Road Area and Argyle Core Area Community Improvement Plans;
- v) the Civic Administration BE DIRECTED to report back to Municipal Council with recommendations for eligible property security improvements under the Core Area Safety Audit Grant Program to supplement recommended improvements from safety audits which also consider community visual impact;
- vi) the Civic Administration BE DIRECTED to investigate the feasibility of amending the Rehabilitation and Redevelopment Tax Grant Program offered in the Downtown and Old East Village Community Improvement Plans to increase the grant value for Level 2 properties to promote occupancy in above ground floors;
- vii) the Civic Administration BE DIRECTED to investigate improving the functionality of the existing Additional Residential Unit Loan Program to encourage the construction of Additional Residential Units in alignment with the multi-year budget process;

#### Creating a New Financial Incentive Program or Community Improvement Plan

- viii) that, following Council's adoption of the 2024-2027 Multi-Year Budget setting funding for Financial Incentive Programs in existing Community Improvement Plan, Civic Administration TO REPORT BACK on the policy and financial impacts of introducing a new Community Improvement Plan for the Hyde Park Hamlet on Gainsborough Road;
- ix) the Heritage Community Improvement Plan BE AMENDED to add a new Heritage Grant Program to incentivize the rehabilitation of Heritage properties up to \$5,000 capped at 50% of completed eligible improvements;
- x) the Civic Administration BE DIRECTED to investigate the feasibility of adding energy upgrades and climate change adaptation measures into London's Community Improvement Plans;
- xi) the Civic Administration BE DIRECTED to review the Affordable Housing Community Improvement Plan and report back to Municipal Council on how to improve the Plan to incentivize affordable housing developments;
- xii) the Civic Administration BE DIRECTED to prepare new Community Improvement Plans and programs to support low-cost housing within primary transit areas;
- xiii) the Civic Administration BE DIRECTED to investigate the feasibility of introducing a new grant program in the Downtown, Old East Village, SoHo, Argyle Core Area, Lambeth, and Hamilton Road Area Community Improvement Plans for funding 100% of eligible interior and exterior building improvements undertaken by business tenants, up to a maximum of \$5,000;

- xiv) the Civic Administration BE DIRECTED to investigate the feasibility of a new community improvement financial incentive program to support conversion of vacant commercial buildings with a low potential for continued commercial use to residential units in alignment with the multi-year budget process;
- xv) the Civic Administration BE DIRECTED to investigate the feasibility of introducing a new community improvement financial incentive program to support attainable housing within primary transit areas in alignment with the multi-year budget process; and,
- xvi) the Civic Administration BE DIRECTED to review the Core Area Community Improvement Plan to consider amendments addressing property acquisition options and financial incentive programs aimed at identifying and encouraging commercial occupancy options identified through the Core Area Land and Building Vacancy Reduction Strategy;

#### Boundary Changes to a Community Improvement Project Area

- xvii) the Civic Administration BE DIRECTED to investigate the feasibility of consolidating the Core Area, Downtown, and Old East Village Community Improvement Plans, it being noted that the Core Area comprises of three distinct areas: Downtown, Midtown, and Old East Village;
- xviii) the Old East Village Community Improvement Plan Project Area BE AMENDED to include the properties located at 425 Rectory Street, 419 Rectory Street, 417 Rectory Street, 415 Rectory Street, 800 King Street, 796 King Street, 794 King Street, 790 King Street, 786 King Street, 784 King Street, 774 King Street, 768 King Street, 764 King Street, 762 King Street, 758 King Street, 754 King Street, 748 King Street, 376 Hewitt Street, 378 Hewitt Street, 380 Hewitt Street, 382 Hewitt Street, 386 Hewitt Street, and 390 Hewitt Street; and,
- xix) the Hamilton Road Community Improvement Plan Project Area BE AMENDED to include the property located at 512 Horton Street East; and,
- xx) the comments and communications received as part of the associated public participation meeting relating to affordable housing BE FORWARDED to the appropriate external reference group(s) for consideration;
- xxi) that 206 Piccadilly be added to the Downtown Community Improvement Plan Project Area

e) that the Civic Administration BE DIRECTED to review existing (and consider in future) housing-related CIPs opportunities to include and incentivize the creation of affordable housing units, and report back no later than Q2 of 2024, including but not limited to:

- i) the introduction of mandatory minimums to access CIP funds; and
- ii) options to include affordable housing units in existing buildings;

it being noted that changes to provincial legislation on affordable housing necessitates a review of the existing financial incentive programs;

it being further noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated June 5, 2023 from K. Duever, VP, Public Affairs, London Chamber of Commerce; and,
- the revised staff report;

- the staff presentation;
- a communication dated June 12, 2023 from Councillor S. Franke;
- a communication dated June 8, 2023 from B. Maly, Downtown London Executive Director and S. Collyer, LDBA Board Chair;
- a communication dated June 8, 2023 from A. McClenaghan, Chair, Mainstreet London; and,
- a communication dated June 9 2023 from S. Levin;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- S. Levin;
- M. Wallace, London Development Institute;
- D. Bellrose;
- B. Maly, Executive Director, Downtown London Business Improvement Area;
- K. Duever, London Chamber of Commerce;
- J. Ryan, Indwell;
- Sister J. Atkinson, Sister of St. Joseph and Vision SoHo Alliance Group;
- J. Pastorius, Old East Village Business Improvement Area; and,
- J. A. John, Partner Housing.

#### 8.5 11th Meeting of the Planning and Environment Committee

Motion made by: S. Lehman

That the 11th Report of the Planning and Environment Committee BE APPROVED, excluding items 6 (2.3), 7 (3.1) and 10 (3.4);

it being noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

**Motion Passed (13 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

#### 2. (2.1) ReThink Zoning Progress Update

Motion made by: S. Lehman

That the staff report dated June 19, 2023 entitled "ReThink Zoning - progress update" BE RECEIVED for information. (2023-D14)

**Motion Passed**

3. (2.2) Request for Heritage Designation - 81 Wilson Avenue

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the request for designation of the property located at 81 Wilson Avenue:

a) Notice BE GIVEN under the provisions of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons appended to the staff report dated June 19, 2023 as Appendix E; and,

b) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property at 81 Wilson Avenue to be of cultural heritage value or interest for the reasons outlined in Appendix E appended to the staff report dated June 19, 2023 BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;

it being noted that should an objection to Municipal Council's notice of intention to designate be received, a subsequent staff report will be prepared;

it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal. (2023-R01)

**Motion Passed**

4. (2.4) Heritage Alteration Permit - 1 Cathcart Street and 115 Bruce Street - Wortley Village-Old South Heritage Conservation District (HAP23-036-L)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the existing heritage house on the subject property located at 1 Cathcart Street and 115 Bruce Street, and to also construct two, new 2-storey houses on the subject property (specifically on Lot 1 – Bruce Street and Lot 3 – Cathcart Street as appended to the staff report dated June 19, 2023 as Appendix C) within the Wortley Village-Old South Heritage Conservation District BE PERMITTED as described in the staff report dated June 19, 2023 and as shown the aforementioned staff report as Appendix C, subject to the following terms and conditions:

- i) the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with this Heritage Alteration Permit prior to issuance of the Building Permit;
- ii) detached, single garages proposed on Lot 1 – Bruce Street and on Lot 3 – Cathcart Street to be clad with a painted wood siding or fiber cement board with a smooth finish, in a colour to match the brick of the respective houses; and,
- iii) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed. (2023-R01)



**Motion Passed**

5. (2.5) Building Division Staffing Enhancements: A Path to 47,000 Units by 2031

Motion made by: S. Lehman

That the staff report dated June 19, 2023 entitled "Building Division Staffing Enhancements: A Path to 47,000 Units by 2031" with respect to staffing enhancements for the Building Division to accommodate the requirements of Bill 23 (More Homes Built Faster Act, 2022) related to the creation of 47,000 residential units by 2031, BE RECEIVED for information. (2023-H05)

**Motion Passed**

8. (3.2) 1176, 1180, 1182 and 1186 Huron Street and 294 Briarhill Avenue Official Plan and Zoning By-law Amendment (OZ-9596) (Relates to Bill No.'s 195 and 203)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2864876 Ontario Inc., relating to the properties located at 1176, 1180, 1182 and 1186 Huron Street & 294 Briarhill Avenue:

a) the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023 to amend the Official Plan for the City of London, 2016, by ADDING a new policy to the Specific Policies for the Neighbourhoods Place Type and by ADDING the subject lands to Map 7 – Specific Policies Areas – of the Official Plan;

b) the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R1 (R1-6) Zone TO a Holding Residential R9 Special Provision (h-18\*R9-7( )\*H27) Zone;

it being noted that the following Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority:

i) provision of adequate outdoor amenity space;

ii) differentiate the main building entrance from ground floor units;

iii) no portions of the building or landscaping features (i.e.: planting boxes or privacy screens) are permitted to encroach into the City right-of-way;

iv) consent to remove any boundary trees is required prior to final Site Plan Approval; and,

v) at the time of Site Plan Approval, the building design is to be similar to that which was considered at the time of the Official Plan/Zoning By-law Amendment application;

c) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the recommended by-law;

it being noted that the Planning and Environment Committee received the following communication with respect to these matters:

- the project fact sheet;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- M. Davis, Siv-ik Planning and Design;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, City Building policies, the Neighbourhoods Place Type policies, the Zoning to the Upper Maximum policies, and the Evaluation Criteria for Planning and Development Applications policies;
- the recommended amendment would permit development at a transitional scale and intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates the development of an underutilized site within the Built-Area Boundary and Primary Transit Area with an appropriate form of development. (2023-D04)

### **Motion Passed**

9. (3.3) 954 Gainsborough Road - Draft Plan of Subdivision and Zoning By-law Amendment (OZ-9502) (Relates to Bill No. 204)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Royal Premier Homes, relating to the property located at 954 Gainsborough Road:

- a) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM an Urban Reserve (UR3), Holding Urban Reserve (h-2\*UR3) and Open Space (OS5) Zone TO a Residential R4 Special Provision (R4-5(\_)) Zone, Residential R5 (R5-5) Zone and a Residential R9 Special Provision Zone (R9-7(\_), BE REFUSED for the following reason:
- i) the Application did not include Holding Provisions, a number of holding provisions are considered necessary to address a range of planning and servicing issues associated with the proposed development.
- b) the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Urban Reserve (UR3), Holding Urban Reserve (h-2\*UR3) and Open Space (OS5) Zone TO a Holding Residential Special Provision R4 (h\*h-100\*R4-5(\_)) Zone, Holding Residential R5 (h\*h-

100\*R5-5) Zone and a Holding Residential R9 Special Provision Zone (h\*h-100\*R9-7(\_)); and,

c) the Approval Authority BE ADVISED that the following issues were raised through the application review process for the property located at 954 Gainsborough Road:

- i) enquiring if a Transportation Impact Assessment has been completed;
- ii) enquiring if a Shadow Study has been completed;
- iii) enquiring about the amount of green space and community space as the area feels enclosed;
- iv) enquiring about the proximity of the proposed building to the fence of a neighbouring property in terms of privacy and open space as they will have a big wall built close to them; and,
- v) privacy concerns;

d) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed Plan of Subdivision as submitted by Royal Premier Homes. (File No. 39T-22501), prepared by ENG PLUS (Project No. 20.221), certified by Jake Surgenor O.L.S., dated April 13, 2022, as red-line revised, which shows a total of three (3) medium density blocks and five road allowance blocks served by one Neighbourhood Street (Sophia Crescent) and one Neighbourhood Connector (Coronation Drive), SUBJECT TO the conditions appended to the staff report dated June 19, 2023 as Appendix "B";

it being noted that the Planning and Environment Committee received the following communication with respect to these matters:

- a communication from M. Al Ashkar;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- K. Crowley, Zelinka Priamo Ltd.;
- B. Chohan;
- F. Briceno;
- D. Pencilo; and,
- T. Raphael;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended zoning by-law amendment is consistent with the Provincial Policy Statement;
- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Shopping Area Place Type, City Building and Design, Our Tools, and all other applicable The London Plan policies;
- the zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands;
- the proposed and recommended amendments are consistent with the Provincial Policy Statement 2020, which promotes a compact form of development in strategic locations to minimize land consumption and servicing costs, provide for and accommodate an appropriate affordable and market-based range and mix of housing type and densities to meet the projected requirements of current and future residents;
- the proposed and recommended zoning amendments will facilitate an appropriate form of low and medium density residential development that conforms to The London Plan; and,
- the recommended draft plan supports a broad range of low and

medium density residential development opportunities within the site including more intensive, mid-rise apartments along Gainsborough Road. The Draft Plan has been designed to support these uses and to achieve a visually pleasing development that is pedestrian friendly, transit supportive and accessible to the surrounding community. (2023-D12)

**Motion Passed**

11. (5.1) 7th Report of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That, the following actions be taken with respect to the 7th Report of the Community Advisory Committee on Planning, from its meeting held on June 14, 2023:

a) the communication, from B. Boughner, London Majors Alumni Association, as appended to the June 14, 2023 Community Advisory Committee on Planning Agenda, BE REFERRED to the Culture Office in order for additional consideration in conjunction with the Education Sub-committee and a report back to a future meeting of the Community Advisory Committee on Planning for further discussion; it being noted that a verbal delegation from B. Boughner, with respect this matter, was received;

b) the appointments of S. Ashman and J. Wabegijig BE RESCINDED from the Community Advisory Committee on Planning due to lack of attendance and,

c) clauses 1.1, 1.2, 3.1 to 3.4, inclusive, 4.1 and 4.2, inclusive, 5.1 to 5.3, inclusive, 5.5 and 5.6 BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal presentation from S. Bergman, Chair, Community Advisory Committee on Planning, with respect to these matters.

**Motion Passed**

6. (2.3) Request for Heritage Designation - 599-601 Richmond Street

Motion made by: S. Lehman

That notwithstanding the recommendation of the Director, Planning and Development, the staff report dated June 19, 2023 entitled "Designation of the Property at 599-601 Richmond street pursuant to Part IV, Ontario Heritage Act, Ward 13" BE RECEIVED for information. (2023-R01)

Yeas: (8): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, and P. Van Meerbergen

Nays: (5): S. Trosow, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

**Motion Passed (8 to 5)**

Motion made by: D. Ferreira

Seconded by: S. Trosow

That notwithstanding the Council Procedure By-law, Councillor A. Hopkins BE PERMITTED to speak twice with respect to this matter.

Yeas: (8): Mayor J. Morgan, H. McAlister, J. Pribil, S. Trosow, A. Hopkins, P. Van Meerbergen, S. Franke, and D. Ferreira

Nays: (5): S. Lewis, P. Cuddy, S. Stevenson, S. Lehman, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

**Motion Passed (8 to 5)**

7. (3.1) 568 Second Street Zoning By-law Amendment (Z-9522)  
(Relates to Bill No. 202)

Motion made by: S. Lehman

That, notwithstanding the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of Parkit Enterprises relating to the property located at 568 Second Street:

- a) the revised, ~~attached~~, proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject lands FROM a Light Industrial (LI1) Zone TO a Holding Residential R9 Special Provision (h\*R9-7(\_)\*H41) Zone AND a Holding Residential R9 Special Provision/Temporary (h\*R9-7(\_)\*H41/T- \_) Zone,
- b) the Civic Administration, including but not limited to the staff of the Municipal Housing Development team, BE DIRECTED to work with the applicant to provide for seven (7) affordable housing units in the above-noted proposed development; it being noted that any such units could be a part of the Roadmap to 3,000 Affordable Units, as well as assist with Council's Strategic focus to increase access to a range of quality affordable house options;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
  - i) any required amenity space be constructed as part of Phase 1 of the project;
  - ii) limit parking between the buildings and Second Street to one row of parking spaces on the subject site;
  - iii) provide direct and convenient walkway access from the main building entrances to the public sidewalk;
  - iv) ensure pedestrian connections are included throughout the site to provide for safe, direct and convenient pedestrian connectivity between sidewalks, building entrances and parking and amenity areas;
  - v) consolidate long-term indoor bicycle storage on the ground floor;
  - vi) consider the feasibility of providing access to the rear of the neighbouring property;
  - vii) consider moving the garbage area away from the centralized outdoor amenity area; and,
  - viii) provide all-season landscaping within and surrounding parking areas to screen parking from the public streets as much as possible;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- the staff presentation; and,
- the applicant's presentation;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- D. Hannam, Zelinka Priamo Ltd.; and,
- J. Flynn, MTE;

it being noted that the Municipal Council approves this application for the following reasons:

- the recommended alternative Zoning By-law amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended alternative Zoning By-law amendment conforms to the policies of The London Plan, including but not limited to the Key Directions, the Rapid Transit Corridor Place Type, and the Zoning to the Upper Maximum policies contained in Our Tools part of the Plan; and,
- the recommended alternative Zoning By-law amendment facilitates the development of an underutilized site within the Built-Area Boundary with an appropriate form of infill development and the interim temporary use of the land until servicing capacity can be confirmed. (2023-D04)

Motion made by: S. Lehman

Seconded by: P. Cuddy

That Item 7 (3.1) BE AMENDED to read as follows:

That, notwithstanding the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of Parkit Enterprises relating to the property located at 568 Second Street:

- a) the revised, ~~attached~~, proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject lands FROM a Light Industrial (LI1) Zone TO a Holding Residential R9 Special Provision (h\*R9-7( )\*H41) Zone AND a Holding Residential R9 Special Provision/Temporary (h\*R9-7( )\*H41/T- ) Zone,
- b) the Civic Administration, including but not limited to the staff of the Municipal Housing Development team, BE DIRECTED to work with the applicant to provide for seven (7) affordable housing units in the above-noted proposed development; it being noted that any such units could be a part of the Roadmap to 3,000 Affordable Units, as well as assist with Council's Strategic focus to increase access to a range of quality affordable house options;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
  - i) any required amenity space be constructed as part of Phase 1 of the project;
  - ii) limit parking between the buildings and Second Street to one row of parking spaces on the subject site;
  - iii) provide direct and convenient walkway access from the main building entrances to the public sidewalk;
  - iv) ensure pedestrian connections are included throughout the

- site to provide for safe, direct and convenient pedestrian connectivity between sidewalks, building entrances and parking and amenity areas;
- v) consolidate long-term indoor bicycle storage on the ground floor;
  - vi) consider the feasibility of providing access to the rear of the neighbouring property;
  - vii) consider moving the garbage area away from the centralized outdoor amenity area; and,
  - viii) provide all-season landscaping within and surrounding parking areas to screen parking from the public streets as much as possible;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- the staff presentation; and,
- the applicant's presentation;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- D. Hannam, Zelinka Priamo Ltd.; and,
- J. Flynn, MTE;

it being noted that the Municipal Council approves this application for the following reasons:

- the recommended alternative Zoning By-law amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended alternative Zoning By-law amendment conforms to the policies of The London Plan, including but not limited to the Key Directions, the Rapid Transit Corridor Place Type, and the Zoning to the Upper Maximum policies contained in Our Tools part of the Plan; and,
- the recommended alternative Zoning By-law amendment facilitates the development of an underutilized site within the Built-Area Boundary with an appropriate form of infill development and the interim temporary use of the land until servicing capacity can be confirmed.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

**Motion Passed (13 to 0)**

Motion made by: S. Lehman  
Seconded by: D. Ferreira

Item 7 clause 3.1, as amended, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

**Motion Passed (13 to 0)**

10. (3.4) 755, 785 & 815 Wonderland Road South (OZ-9565)

Motion made by: S. Lehman

of the request to amend the Official Plan for the City of London, 2016, to ADD a Specific Area Policy in the Shopping Area Place Type applicable to the subject lands to permit a maximum building height of 16 storeys, and to permit an increased amount of office gross floor area of 30,000 square metres, for the following reasons:

- i) the total amount of office space is not consistent with the Provincial Policy Statement, 2020 (PPS) as the level of intensification proposed on the subject site would compete with the downtown and does maintain or enhance its vitality;
- ii) the increased height and office space does not conform to the policies of The London Plan, including but not limited to:

- A) the Key Directions that ensure new development is a good fit within existing neighbourhoods;
- B) the proposed intensity does not conform to the City Structure Plan and the intensity of office uses;
- C) the design criteria contained in the City Design chapter for site layout and high-rise buildings;
- D) the Evaluation Criteria for Planning and Development Applications in the Our Tools chapter of The London Plan;
- E) the Shopping Area Place Type policies to complete a master plan on large commercial infill development sites;

iii) the increased amount of office space is significantly over the 2,000 square metres contemplated for a suburban shopping area and undermines the role and future health of the Downtown as the primary office destination in the City; and,

iv) the requested amendment does not provide a suitable transition to the existing low density residential neighbourhood and represents an over-intensification of the site;

b) Municipal Council supports refusal of the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Regional Shopping Area Special Provision (RSA2(3)) Zone TO a Residential R5 (R5-7) Zone; Restricted Service Commercial Special Provision/Residential R9 Special Provision (RSC2(\_)/R9-7(\_)\*H25\*D120) zone; Restricted Service Commercial Special Provision/Residential R9 Special Provision (RSC2(\_)/R9-7(\_)\*H40\*D200) zone; Restricted Service Commercial Special Provision/Residential R9 Special Provision (RSC2(\_)/R9-7(\_)\*H48\*D200) zone; Restricted Service Commercial Special Provision/Residential R9 Special Provision (RSC2(\_)/R9-7(\_)\*H55\*D200) zone, for the following reasons:

- i) the total amount of office space is not consistent with the Provincial Policy Statement, 2020 (PPS) as the level of intensification proposed on the subject site would compete with the downtown and does maintain or enhance its vitality;
- ii) the increased height and office space does not conform to the policies of The London Plan, including but not limited to:

- A) the Key Directions that ensure new development is a good fit within existing neighbourhoods;
- B) the proposed intensity does not conform to the City Structure Plan and the intensity of office uses;
- C) the design criteria contained in the City Design chapter for site layout and high-rise buildings;
- D) the Evaluation Criteria for Planning and Development Applications in the Our Tools chapter of The London Plan;
- E) the Shopping Area Place Type policies to complete a master



plan on large commercial infill development sites;

F) the increased amount of office space is significantly over the 2,000 square metres contemplated for a suburban shopping area and undermines the role and future health of the Downtown as the primary office destination in the City; and,

G) the requested amendment does not provide a suitable transition to the existing low density residential neighbourhood and represents an over-intensification of the site;

c) Municipal Council supports the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "A" at the Municipal Council meeting to be held on June 27, 2023 to amend The Official Plan, The London Plan to ADD a Specific Area Policy in the Shopping Area Place Type applicable to the subject lands to permit a maximum building height of 12 storeys along Wonderland Road South and Viscount Road;

d) Municipal Council supports the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "B" at the Municipal Council meeting to be held on June 27, 2023 to amend Zoning By-law No. Z.-1, (in conformity with The Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Regional Shopping Area Special Provision (RSA2(3)) Zone TO a holding Residential R5 Special Provision/Regional Shopping Area Special Provision (h-5\*h-54\*h-63\*h-123\*h-149\*h-213\*h-( )\*R5-7( )/RSA2( )) Zone; a holding Residential R8 Special Provision/Regional Shopping Area Special Provision (h-5\*h-54\*h-63\*h-123\*h-149\*h-213\*h-( )\*R8-4( )/RSA2( ) Zone; and a holding R9 Special Provision/Regional Shopping Area Special Provision (h-5\*h-54\*h-63\*h-123\*h-149\*h-213\*h-( )\*R9-7( )\*H36/RSA2( )) Zone;

it being noted that the Planning and Environment Committee received the following communication with respect to these matters:

- the staff presentation;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- C. Kulchycki, Zelinka Priamo Ltd.;
- G. Halle;
- T. Frederick;
- E. Slivinski and,
- W. Murray;

it being further noted that the Municipal Council refuses this application for the following reasons:

- the total amount of office space is not consistent with the Provincial Policy Statement, 2020 (PPS) as the level of intensification proposed on the subject site would compete with the downtown and does maintain or enhance its vitality;
- the increased height and office space does not conform to the policies of The London Plan, including but not limited to:
  - the Key Directions that ensure new development is a good fit within existing neighbourhoods.
  - the proposed intensity does not conform to the City Structure Plan and the intensity of office uses;
  - the design criteria contained in the City Design chapter for site layout and high-rise buildings;
  - the Evaluation Criteria for Planning and Development Applications in the Our Tools chapter of The London Plan;
  - the Shopping Area Place Type policies to complete a master plan on large commercial infill development sites;

- the increased amount of office space is significantly over the 2,000 square metres contemplated for a suburban shopping area and undermines the role and future health of the Downtown as the primary office destination in the City;
- the requested amendment does not provide a suitable transition to the existing low density residential neighbourhood and represents an over-intensification of the site;

it being also noted that the Municipal Council approves this application for the following reasons:

- the recommended amendments are consistent with the Provincial Policy Statement;
  - the recommended amendments conform to the in-force policies of The London Plan, including, but not limited to, the City Structure policies, City Building and Design, Our Tools, and all other applicable The London Plan policies; and,
  - the zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands and broaden the use of the site.
- (2023-D04)

Motion made by: P. Van Meerbergen  
 Seconded by: S. Lehman

That Clause 3.4 BE AMENDED by adding the following at the end of the clause:

It being noted that the following Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority:

- a) Submission of a noise and vibration study certified by an accredited professional; and,
- b) Submission of a shadow study.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, and S. Hillier

Nays: (1): D. Ferreira

Absent: (2): C. Rahman, and E. Pelosa

**Motion Passed (12 to 1)**

Motion made by: S. Lehman  
 Seconded by: P. Van Meerbergen

That item 10, clause 3.4, as amended, BE APPROVED.

motion withdrawn with the consent of council

Motion made by: S. Franke  
 Seconded by: A. Hopkins

That item 10, clause 3.4, as amended, BE APPROVED.

Yeas: (6): Mayor J. Morgan, S. Trosow, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (7): H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, and P. Van Meerbergen

Absent: (2): C. Rahman, and E. Pelosa

**Motion Failed (6 to 7)**

Motion made by: S. Trosow  
Seconded by: S. Lewis

That a recess of the Council BE APPROVED at this time.

**Motion Passed**

The Council recesses at 6:47 PM and reconvenes at 7:18 PM.

8.6 12th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 12th Report of the Corporate Services Committee BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.2) Industrial Land Development Strategy Annual Monitoring and Pricing Report - City-Owned Industrial Land (Relates to Bill No. 186)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, with concurrence of the Director, Economic Services and Supports, on the advice of the Director, Realty Services, with respect to the City of London's Industrial Land Development Strategy, the following actions be taken with respect to the annual monitoring and pricing of City-owned industrial lands:

a) the proposed by-law as appended to the staff report dated June 12, 2023 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023 to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under Section 270(1) of the Municipal Act, 2001" by deleting Attachment "B" to Schedule "A" – Sale and other Disposition of Land Policy of the By-law and by replacing it with a new Attachment "B" to Schedule "A" to amend the current pricing for City owned serviced industrial land as follows:

The current pricing levels of all City owned industrial parks, established effective September 1, 2023, are as follows:

Innovation Park (Phases 1 to 4) and Huron Industrial Park (all phases):

Lots up to 4.99 acres – price change from \$175,000 per acre to \$225,000 per acre

5.00 acres and up – price change from \$165,000 per acre to \$200,000 per acre

Pricing for serviced industrial land in Trafalgar Industrial Park:

All lot sizes – price change from \$165,000 per acre to \$200,000 per acre

Pricing for serviced industrial land in Innovation Park Phase V

All lot sizes – price change from \$250,000 to \$300,000.00 per acre

Surcharges are as follows:

Highway 401 Exposure – 15%

Veteran's Memorial Parkway Exposure – 5%; and,

b) the staff report dated June 12, 2023 entitled "Industrial Land Development Strategy Annual Monitoring and Pricing Report – City-Owned Industrial Land", BE RECEIVED.

**Motion Passed**

3. (4.1) Application - Issuance of Proclamation - Terry Fox Week

Motion made by: S. Lewis

That based on the application dated May 19, 2023 from Terry Fox Run London, September 11-18, 2023 BE PROCLAIMED Terry Fox Week.

**Motion Passed**

4. (4.2) Application - Issuance of Proclamation - Emancipation Month

Motion made by: S. Lewis

That based on the application dated June 2, 2023 from W.E.A.N Community Centre, the month of August 2023 BE PROCLAIMED Emancipation Month.

**Motion Passed**

5. (4.3) Application - Issuance of Proclamation - Pride London Festival (Pride in London)

Motion made by: S. Lewis

That based on the application dated June 5, 2023 from Pride London Festival, July 13 to 23, 2023 BE PROCLAIMED Pride London Festival (Pride in London).

**Motion Passed**

6. (2.1) 2023-2027 Strategic Advocacy Framework

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the following actions be taken with respect to the 2023-2027 Strategic Advocacy Framework:

a) that the attached, revised, 2023-2027 Strategic Advocacy Framework BE ENDORSED, it being noted that specific notation has been included to specific reference to working with Indigenous organizations and the inclusion of the example of the existing Giwetashkad Indigenous Homelessness Strategy in the Framework document; and,

b) the Civic Administration BE DIRECTED to proceed with implementation of the Strategic Advocacy Framework; it being noted that specific notation was made by the Committee with respect to advocacy regarding the rent control regime and other actions which would be included in the advocacy outcomes identified in the Report.

**Motion Passed**

7. (2.3) Declare Surplus - City-Owned Property - 652 Elizabeth Street

Motion made by: S. Lewis

That the following actions be taken with respect to a City-owned property municipally known as 652 Elizabeth Street, being Part Lot 11, Concession 1, in the City of London, London Township, being part of PIN 08279-0210, and to be further described in a reference plan to be deposited (the "Subject Property"):

a) the Civic Administration be AUTHORIZED to engage the Department of National Defence (DND) to release a restrictive covenant registered against the property, which limits the available uses with the property and complete any other duties as required by the Civic Administration in relation to the restrictive covenant; and,

b) the declaring surplus the property located at 652 Elizabeth Street and potential associated sale BE DEFERRED to a future meeting the Corporate Services Committee, and upon the completion of part a), above.

**Motion Passed**

8. (5.1) Councillor Expense Approval Request

Motion made by: S. Lewis

That, notwithstanding current interpretations of the Council Members' Expense Account Policy, the expense request from Councillor S. Lewis for a Canada Day Event advertisement, including contact information, in flyers and an on-stage banner in the amount of \$300.00, BE APPROVED.

**Motion Passed**

8.7 13th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 13th Report of the Corporate Services Committee BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

8.8 10th Report of the Community and Protective Services Committee

Motion made by: D. Ferreira

That the 10th Report of the Community and Protective Services Committee BE APPROVED, excluding items 15 (4.3) and 16 (4.4).

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: D. Ferreira

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 6th Report of the Animal Welfare Community Advisory Committee

Motion made by: D. Ferreira

That the following actions be taken with respect to the 6th Report of the Animal Welfare Community Advisory Committee, from the meeting held on June 1, 2023:

a) the following actions be taken with respect to the ~~attached~~ report from the Animal Welfare Community Advisory Committee Sub-Committee:

i) the above-noted report BE FORWARDED to the Environmental Stewardship and Action Community Advisory Committee (ESACAC); and,

ii) the ESACAC BE REQUESTED to consider the following actions from the above-noted report:

- A) the recommendations;
- B) the proposed language for the brochure;
- C) the image from the Upper Thames River Conservation Authority signage; and,
- D) the example from the Province of Alberta's Don't Let it Loose Campaign;

it being noted that the above-noted report from the Animal Welfare Community Advisory Committee Sub-Committee was received;

- b) clauses 1.1, 3.1, 3.2, 5.1, 5.3 and 5.4 BE RECEIVED.

**Motion Passed**

- 3. (2.2) London's Newcomer Strategy - Choose London - Innovative, Vibrant and Global

Motion made by: D. Ferreira

That, on the recommendation of the City Manager, the staff report dated June 13, 2023, with respect to London's Newcomer Strategy: Choose London – Innovative, Vibrant and Global, BE RECEIVED. (2023-L08)

**Motion Passed**

- 4. (2.3) Completion of Downtown Camera Program and Code of Practice Information Report

Motion made by: D. Ferreira

That, on the recommendation of the City Manager, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Completion of the Downtown Camera Program and Code of Practice Information Report:

- a) the information, as appended to the above-noted staff report, with respect to the Civic Administration's approach for the completion of the Downtown Camera Program, BE RECEIVED; and,

- b) the revised London Downtown Closed-Circuit Television (CCTV) Program Code of Practice, as appended to the above-noted staff report, BE APPROVED. (2023-C08/P15A)

**Motion Passed**

- 5. (2.5) Neighbourhood Decision Making Program Fairness and Equity Review

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the staff report dated June 13, 2023, with respect to the Neighbourhood Decision Making Program Fairness and Equity Review, BE RECEIVED. (2023-S12)

**Motion Passed**

6. (2.6) London Fire Department Single Source Traffic Management System Vehicle Monitoring Units

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated June 13, 2023, related to London Fire Department Single Source Traffic Management System Vehicle Monitoring Units:

- a) in accordance with Section 14.4(d) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with Applied Information Inc. of 510-4411 Suwanee Dam Road, Suwanee, Georgia, 30024, USA for pricing for a single source contract for one (1) year with three (3) option years for the provision of vehicle monitoring units to the London Fire Department;
- b) the approval in a), above, BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with Applied Information Inc. to provide vehicle monitoring units to the London Fire Department; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted authorizations. (2023-L04)

**Motion Passed**

7. (2.7) London Fire Department Single Source Request for Fire Apparatus - SS-2023-172

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated June 13, 2023, related to London Fire Department Single Source Request for Fire Apparatus (SS-2023-172):

- a) in accordance with Section 14.4(g) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with City View Specialty Vehicles, 1213 Lorimar Drive, Mississauga, ON, L5S 1M9, for pricing for a single source contract for one (1) year (2023) with four (4) option years (2024-2027) for the provision of Fire Apparatus to the London Fire Department;
- b) the London Fire Department BE AUTHORIZED to procure four (4) Fire Apparatus: 1 Pumper Rescue, 1 Tanker Pumper, 1 Heavy Rescue, and 1 Decontamination Response Vehicle from City View Specialty Vehicles, for \$7,895,136 (excluding HST), including a contingency for currency exchange rate; and,
- c) the funding for this 2023 procurement BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-V01)

**Motion Passed**



8. (2.8) London Fire Department Single Source Request for a Decontamination Pod Report - SS-2023-171

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated June 13, 2023, related to London Fire Department Single Source Request for a Decontamination Pod Report (SS-2023-171):

- a) in accordance with Section 14.4(e) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with Advanced Containment Systems Inc, (ACSI) 8720 Lambright Rd., Houston, TX, 77075, for the purchase of one (1) Decontamination Pod;
- b) the London Fire Department BE AUTHORIZED to procure one (1) Decontamination Pod that will replace the current Decontamination Trailer; it being noted that the Decontamination Pod will be procured from Advanced Containment Systems Inc, for \$362,731 CAD (\$251,168 USD at current exchange rate) (excluding HST), including a contingency for currency exchange rate, and with a minimum 50% downpayment at time of order; and,
- c) the funding for this procurement BE APPROVED as set out in the Source of Finance Report, as appended to the above-noted staff report. (2023-V01)

**Motion Passed**

9. (2.9) Recreation Activity Management System Contract Extension (Relates to Bill No. 189)

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-law, as appended to the staff report dated June 13, 2023, BE INTRODUCED at the Municipal Council meeting on June 27, 2023, to:

- a) approve the terms within the original 2018 PerfectMind Agreement, as appended to the above-noted by-law, between PerfectMind Inc. and The Corporation of the City of London for two additional five-year renewal periods;
- b) approve the PerfectMind Contract Extension Agreement between PerfectMind Inc. and The Corporation of the City of London, substantially in the form appended to the above-noted by-law;
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above-noted Contract Extension Agreement;
- d) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to execute further amending agreements;

e) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to undertake all administrative acts that are necessary in regard to the above-noted Contract Extension Agreement. (2023-R06/L04)

**Motion Passed**

10. (2.10) 2019-2023 Multi-Sector Service Accountability Agreement - Dearness Home Adult Day Program and Ontario Health West - Declaration of Compliance – April 1, 2022 – March 31, 2023

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Social and Health Development, the Deputy City Manager, Social and Health Development BE AUTHORIZED to execute the Declaration of Compliance with respect to compliance with the terms of the 2019-2023 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and Ontario Health West for the reporting period of April 1, 2022 to March 31, 2023, as appended to the staff report dated June 13, 2023. (2023-S03)

**Motion Passed**

11. (2.4) Delegation of Authority for Municipal Contribution Agreements for Affordable Housing (Relates to Bill No. 188)

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Planning and Economic Development the following action be taken with respect to the staff report, dated June 13, 2023, related to the Delegation of Authority for Municipal Contribution Agreements for Affordable Housing:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting on June 27, 2023, to:
- i) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute an agreement of assignment and assumption related to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London;
  - ii) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute an amending agreement related to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to approve a rent increase for operations in financial difficulty; it being noted that no rent for affordable units in a building to which a Contribution Agreement between an affordable housing provider and The Corporation of the City of London applies shall exceed 80% of Average Market Rent or Median Market Rent for a rental unit, by unit type, as determined by the Canada Mortgage Housing Corporation;
  - iii) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute an amendment to the Contribution Agreement to provide for additional permitted encumbrances, to consent to postponements of the City's security under a Contribution Agreement and to approve and execute priority, standstill and subordination agreements satisfactory to the City Solicitor's Office;

iv) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to amend a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to add requirements related to the affordable housing units, to add further affordable housing units, to address approved changes to the development schedule, project information form or increases to the equity contribution made by the affordable housing provider;

v) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to amend a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to attaching or detaching a property from/to the Contribution Agreement as long as it is not in the detriment or loss of the total number of affordable units;

b) the Civic Administration BE DIRECTED to report, semi-annually, outlining the actions taken by the Deputy City Manager, Planning and Economic Development, under the delegations under the by-law along with an update on equity retention discussion; it being noted that this report will be included as an appendix to the semi-annual Roadmap 3000 update;

it being noted that the communication, as appended to the Added Agenda, and the verbal delegation, from G. Playford, Devonshire Consulting, with respect to this matter, were received. (2023-S11)

### **Motion Passed**

12. (3.1) Housekeeping Amendments -Administrative Monetary Penalty Systems and Business Licensing By-law (Relates to Bill No.'s 193 and 197)

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated June 13, 2023, related to Housekeeping Amendments to the Administrative Monetary Penalty Systems and Business Licensing By-law:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend By-law No. A-54, as amended, being "A by-law to implement an Administrative Monetary Penalty System in London" to repeal and replace Schedules "A-2" through to "A-22" and "A-26" through to "A-27";

b) the revised proposed by-law, as appended to the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend By-law No. L.-131-16, being "A by-law to provide for the Licensing and Regulation of Various Businesses" in order to update processes and definitions, clean up grammar throughout, save and except for amendments to remove the Adult Entertainment Body Rub Parlour location at 609 Clarke Road (formerly operating as Sweet City) for which a public participation meeting be held in the future to provide for public comments for the removal of this location from the by-law; and,

c) the Civic Administration BE DIRECTED to provide a Draft Terms of Reference in the fall of 2023 related to a thorough review of the Business Licensing By-law, which will outline the detail of

public outreach and participation to occur throughout 2024. (2023-C01A)

**Motion Passed**

13. (4.1) Occupant Noise Enforcement - Partnered Pilot Project Update

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated June 13, 2023, related to the Occupant Noise Enforcement Partnered Pilot Project:

- a) the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE DIRECTED to continue the partnered Occupant Noise Enforcement program; and,
- c) the Civic Administration BE DIRECTED to bring forward as part of a multi-year budget, a business case that provides funding to continue and improve the intake of the partnered Occupant Noise Enforcement program or other service improvements. (2023-P01)

**Motion Passed**

14. (4.2) Fireworks By-Law Options Report

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated June 13, 2023, related to Fireworks By-law Options:

- a) the Civic administration BE DIRECTED to hold a public participation meeting at a future of the Community and Protective Services Committee (CPSC) in order to receive comments on proposed changes to the Fireworks By-law PW-11; it being noted that additional direction to the Civic Administration will be provided, following the consideration of comments and submissions at the public participation meeting;
- b) the Civic Administration BE DIRECTED to report back at a future meeting of the CPSC summarizing public comments including the submission of a draft by-law amendment; and,
- c) the requests for delegation, as appended to the Agenda and the Added Agenda, from V.R. Anber and A. Kanji BE DEFERRED to the above-noted future public participation meeting with respect to this matter;  
it being noted that the communications, as appended to the Agenda and the Added Agenda, from the following individuals, with respect to this matter, were received:
  - V.R. Anber;
  - A. Kanji;
  - M. Luce;
  - Brandy;
  - D. Ronson and B. Amendola; and,
  - J. Morton and A. Haase. (2023-P01)

**Motion Passed**

17. (5.1) Deferred Matters List

Motion made by: D. Ferreira

That the Deferred Matters List for the Community and Protective Services Committee, as at May 16, 2023, BE RECEIVED.

**Motion Passed**

15. (4.3) Encampment Response Update

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated June 13, 2023, related to the Encampment Response Update:

a) the funding allocation, from the Social Services Reserve Fund, for the total municipal allocation amount of up to \$255,000.00 BE APPROVED to support a portion of the costs of the Phase 1 Encampment Response on a temporary basis as outlined in the above-noted report;

b) a one-time contract amendment of existing agreements, in the total estimated cost of \$100,000, BE AUTHORIZED and BE APPROVED to support London Cares and Canadian Mental Health Association (CMHA);

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project;

d) the approval given, herein, BE CONDITIONAL upon the Corporation amending a Purchase of Service Agreement, and;

e) the Deputy City Manager, Social and Health Development, or written designate, BE DELEGATED authority to take all necessary action to implement Phase 1 of the Encampment Response. (2023-F11A)

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): S. Stevenson

Absent: (2): C. Rahman, and E. Pelosa

**Motion Passed (12 to 1)**

16. (4.4) Councillor J. Pribil - Winter Response Program

Motion made by: D. Ferreira

That the Civic Administration BE DIRECTED to include a year over year comparison, for the past three years (2020-2021, 2021-2022, 2022-2023), on the number of bed days available/occupied, number of bed nights available/occupied, number of hours service bed facility, number of hours service non-bed facility and total expenses, with the Winter Response Program Outcome Report at the August meeting of the Community and Protective Services Committee. (2023-C04)

Yeas: (12): H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): Mayor J. Morgan

Absent: (2): C. Rahman, and E. Pelozza

**Motion Passed (12 to 1)**

8.9 (ADDED) 11th Meeting of the Community and Protective Services Committee

Motion made by: D. Ferreira

That the 11th Report of the Community and Protective Services Committee BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

**Motion Passed (13 to 0)**

1. (ADDED) Disclosures of Pecuniary Interest

Motion made by: D. Ferreira

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (ADDED) (4.1) Building Safer Communities Fund (BSCF) Multi-Year Contribution

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed By-law, as appended to the staff report dated June 22, 2023, BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to:

a) repeal Schedule "A" to By-law No. A.-8328-35, being "a by-law to approve and authorize the execution of the amended Building Safer Communities Fund (BSCF) Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London" and replace with the new Schedule "A", as appended to the above-noted by-law;

b) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above-noted Building Safer Communities Fund (BSCF) Contribution Agreement;

c) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services to approve and execute any future amendments to the above-noted Building Safer Communities Fund (BCFS) Contribution Agreement; and,

d) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate, to undertake all the administrative, financial and reporting acts that are necessary in connection with the above-noted Agreement. (2023-P03)

**Motion Passed**

8.10 2nd Report of the Audit Committee

Motion made by: S. Lewis

That the 2nd Report of the Audit Committee BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (4.1) 2022 Financial Audit

Motion made by: S. Lewis

That, the following actions be taken with respect to the 2022 Financial Audit:

a) the 2022 Financial Report of The Corporation of the City of London BE RECEIVED; it being noted that the Audit Committee received a presentation from the Director, Financial Services with respect to this matter; and,

b) the Audit Findings Report as prepared by KPMG for the year ending December 31, 2022, BE RECEIVED; it being noted that the Audit Committee received a presentation from KPMG with respect to this matter.

**Motion Passed**

3. (4.2) 2021 Old East Village Business Improvement Area Board of Management Audited Financial Statements

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the report along with Appendix 'A', as appended to the staff report dated June 14, 2023, entitled Financial Statements of Old East Village Business Improvement Area Board of Management for the year ending December 31, 2021, BE RECEIVED for information.

**Motion Passed**

4. (4.3) Briefing Note From Internal Auditor - MNP

Motion made by: S. Lewis

That the communication from MNP, with respect to the briefing note from the internal auditor, BE RECEIVED.

**Motion Passed**

5. (4.4) Internal Audit Follow Up Activities Dashboard - MNP

Motion made by: S. Lewis

That the communication from MNP, with respect to the internal audit follow up activities update dashboard, BE RECEIVED.

**Motion Passed**

6. (4.5) Recruitment and Selection Audit - Final Report - MNP

Motion made by: S. Lewis

That the communication dated June 2, 2023 from MNP, entitled Recruitment and Selection Audit - Final Report, BE RECEIVED.

**Motion Passed**

7. (4.6) PS 3280 - Asset Retirement Obligations (ARO) Audit - MNP

Motion made by: S. Lewis

That the communication dated June 1, 2023 from MNP, entitled PS 3280 - Asset Retirement Obligations (ARO) Audit, Final Report, BE RECEIVED.

**Motion Passed**

**9. Added Reports**

9.1 10th Report of Council in Closed Session

At 8:24 PM, Councillor S. Stevenson leaves the meeting.

Motion made by: H. McAlister

1. Partial Property Acquisition – 1080 Dundas Street – East London Link Project

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the property located at 1080 Dundas Street, further described as Part of Lots 1, 2, 3 and 4, Plan 471, in the City of London, being part of PIN 08288-0325, containing an area of approximately 1,513.08 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the East London Link Project, the following actions be taken:

- a) the offer submitted by 1803299 Ontario Inc. (the Vendor), to sell the subject property to the City, for the sum of \$75,650.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”;



- b) the additional sum of \$60,000.00 as full and final payment for the loss of parking spaces located within the subject property BE APPROVED;
- c) the Temporary Easement Agreement over the Easement Lands, for the sum of \$5,000.00 for the purposes described herein and the Vendor is agreeable to providing same BE ACCEPTED, subject to certain terms and conditions as set out in the agreement, and,
- d) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (3): S. Stevenson, C. Rahman, and E. Peloza

**Motion Passed (11 to 1)**

Motion made by: H. McAlister

2. Commercial Lease – Materials Recovery Facility – 3438 Manning Drive

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Deputy City Manager, Environment and Infrastructure, on the advice of the Director, Realty Services, the Lease Agreement Sheet between the City and Miller Waste Systems Inc. attached as Appendix "A", for the lease of approximately 88,358 square feet of Rentable Area, located at 3438 Manning Drive, for a term of ten (10) years commencing July 1, 2023 and ending on June 30, 2033 BE APPROVED, subject to four consecutive renewal options each with a five (5) year term.

3. Execution of Collective Agreement – Unifor Local 302, July 1, 2022 to June 30, 2025

That, on the recommendation of the Director, People Services, with the concurrence of the City Manager, Civic Administration BE DIRECTED to undertake all administrative acts that are necessary in order for the Mayor and the City Clerk to obtain the necessary authorization to execute the Collective Agreement for the years 2022-2025, appended as Schedule "C" to the staff report dated June 12, 2023, pursuant to Memorandum of Agreement dated September 27, 2022 (Schedule "A"), and the Agreed to Items dated June 21 and 22, 2022 (Schedule "B") between The Corporation of the City of London and Unifor Local 302 (Unifor).

4. Contribution Agreement with Vision SOHO Alliance for the Housing Development Project at the Old Victoria Hospital Lands

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, with the concurrence of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the confidential staff report, dated June 13, 2023, related to a Contribution Agreement with Vision SOHO Alliance for the Housing Development Project at the Old Victoria Hospital Lands:

- a) the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE DIRECTED to negotiate the Contribution Agreement with the Vision SOHO Alliance based on the terms and instructions outlined below:

- i) continue with the approved \$13,876,000 grant given the recent increases in construction costs, mortgage rates and exemptions of Development Charge for non-profit corporations;
  - ii) the contribution period align with those of the Federal and / or Provincial governments;
  - iii) notwithstanding the Roadmap's intent to have units filled from the City's waitlist, staff be directed to work with Vision SOHO and their partner agencies to align their waitlists with the City's to increase the number of affordable units filled by tenants from the City's list(s);
  - iv) require the Tenant Placement Agreement be incorporated into the Contribution Agreement;
  - v) include a rental protocol and occupancy standards for the affordable units; and,
  - vi) include language in the Contribution Agreement that would require an initial report following occupancy and an annual occupancy report, and,
- c) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with a Contribution Agreement suitable to all parties.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (3): S. Stevenson, C. Rahman, and E. Peloza

**Motion Passed (12 to 0)**

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: S. Lewis

Seconded by: A. Hopkins

That Introduction and First Reading of Bill No.'s 185 to 204, including the revised Bill No. 202 and excluding Bill No.'s 196 and 201, and the Added Bill No.'s 206 and 208 to 211, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (3): S. Stevenson, C. Rahman, and E. Peloza

**Motion Passed (12 to 0)**

Motion made by: D. Ferreira

Seconded by: P. Van Meerbergen

That Second Reading of Bill No.'s 185 to 204, including the revised Bill No. 202 and excluding Bill No.'s 196 and 201, and the Added Bill No.'s 206 and 208 to 211, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (3): S. Stevenson, C. Rahman, and E. Pelozo

**Motion Passed (12 to 0)**

At 8:38 PM, His Worship Mayor J. Morgan places Councillor S. Lehman in the Chair.

At 8:40 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: S. Lehman

Seconded by: D. Ferreira

That Third Reading and Enactment of Bill No.'s 185 to 204, including the revised Bill No. 202 and excluding Bill No.'s 196 and 201, and the Added Bill No.'s 206 and 208 to 211, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (3): S. Stevenson, C. Rahman, and E. Pelozo

**Motion Passed (12 to 0)**

Motion made by: D. Ferreira

Seconded by: H. McAlister

That Introduction and First Reading of Added Bill No. 207, BE APPROVED.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (3): S. Stevenson, C. Rahman, and E. Pelozo

**Motion Passed (11 to 1)**

Motion made by: A. Hopkins

Seconded by: D. Ferreira

That Second Reading of Added Bill No. 207, BE APPROVED.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (3): S. Stevenson, C. Rahman, and E. Pelozo

**Motion Passed (11 to 1)**

Motion made by: A. Hopkins

Seconded by: P. Cuddy

That Third Reading and Enactment of Added Bill No. 207, BE APPROVED.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (3): S. Stevenson, C. Rahman, and E. Pelosa

**Motion Passed (11 to 1)**

The following are enacted as By-laws of The Corporation of the City of London:

Bill No. 185	By-law No. A.-8372-130 - A by-law to confirm the proceedings of the Council Meeting held on the 27th day of June 2023. (City Clerk)
Bill No. 186	By-law No. A.-6151(ah)-131 - A by-law to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001" by deleting and replacing Attachment "B" to Schedule "A" – Sale and other Disposition of land Policy of the By-law to amend the current pricing for all City owned industrial parks. (2.2a/12/CSC)
Bill No. 187	By-law No. A.-8373-132 - A by-law to authorize the negotiation of a site access Agreement between The Corporation of the City of London and Pall Water and to authorize the Mayor and City Clerk to execute the Agreement when finalized. (2.3/10/CWC)
Bill No. 188	By-law No. A.-8374-133 - A by-law to authorize the Deputy City Manager, Planning and Economic Development to approve and execute certain agreements related to Contribution Agreements between affordable housing providers and The Corporation of the City of London. (2.4/10/CPSC)
Bill No. 189	By-law No. A.-8375-134 - A by-law to approve and authorize the execution of the PerfectMind Contract Extension Agreement between PerfectMind Inc. and The Corporation of the City of London. (2.9/10/CPSC)
Bill No. 190	By-law No. A.-8376-135 - A by-law to approve and authorize the execution of the Ontario Transfer Payment Agreement between His Majesty the King in right of the Province of Ontario, as represented by the Minister of Citizenship and Multiculturalism for the Province of Ontario and The Corporation of the City of London for the provision of funding for the Anti-Hate Response Pilot. (2.6/18/SPPC)
Bill No. 191	By-law No. A.-8377-136 - A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc. (3.1/18/SPPC)
Bill No. 192	By-law No. A.-8378-137 - A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. (3.2/18/SPPC)
Bill No. 193	By-law No. A-54-23013 - A by-law to amend By-law No. A-54, as amended, being "A by-law to implement an Administrative Monetary Penalty System in London" to repeal and replace Schedules "A-2" through to "A-22" and "A-26" through to "A-27". (3.1a/10/CPSC)
Bill No. 194	By-law No. C.P.-1512(ce)-138 - A by-law to amend the Official Plan for the City of London, 2016 relating to 340-390 Saskatoon Street. (3.1a/9/PEC)
Bill No. 195	By-law No. C.P.-1512(cf)-139 - A by-law to amend The Official Plan for the City of London, 2016 relating to 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue. (3.2a/11/PEC)

Bill No. 196	NO ACTION – A by-law to amend the Official Plan relating to 755, 785 & 815 Wonderland Road South. (3.4c/11/PEC)
Bill No. 197	By-law No. L.-131(h)-140 - A by-law to provide for the Licensing and Regulation of Various Businesses. (3.1b/10/CPSC)
Bill No. 198	By-law No. S.-6233-141 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wilton Grove Road, east of Sise Road) (Chief Surveyor – for road dedication purposes pursuant to SPA22-012)
Bill No. 199	By-law No. S.-6234-142 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hyde Park Road, north of Gainsborough Road) (Chief Surveyor - for road dedication purposes pursuant to SPA20-043)
Bill No. 200	By-law No. W.-5669(a)-143 - A by-law to amend by-law No. W.-5669-63 being, “A by-law to authorize the Dingman Drive Road Improvements – HWY 401 to Wellington Road (Project No. TS1746).” (2.5/9/CWC)
Bill No. 201	REFERRED BACK – A by-law to amend By-law No. Z.-1 to extend a temporary zone located at 221 Queens Avenue. (3.1b/10/PEC)
Bill No. 202	By-law No. Z.-1-233120 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 568 Second Street (at Oxford Street East). (3.1a/11/PEC)
Bill No. 203	By-law No. Z.-1-233121 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue. (3.2b/11/PEC)
Bill No. 204	By-law No. Z.-1-233122 - A by-law to amend By-law No. Z.-1 to rezone lands located at 954 Gainsborough Road. (3.3b/11/PEC)
Bill No. 205	NO ACTION – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 755, 785 and 815 Wonderland Road South. (3.4d/11/PEC)
Bill No. 206	By-law No. A.-8328(a)-144 - A by-law to amend By-law No. A.-8328-35 being “a by-law to approve and authorize the execution of the amended Building Safer Communities Fund (BSCF) Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London” to repeal and replace Schedule “A” to the by-law. (4.1/11/CPSC)
Bill No. 207	By-law No. A.-8379-145 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 1803299 Ontario Inc., for the partial acquisition of the property located at 1080 Dundas Street, in the City of London, for the East London Link Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/12/CSC)

Bill No. 208	By-law No. A.-8380-146 - A by-law to authorize and approve a Lease Agreement between The Corporation of the City of London and Miller Waste Systems Inc. for the lease of the Materials Recovery Facility, containing a rentable area of 88,358 square feet, located at 3438 Manning Drive in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/12/CSC)
Bill No. 209	By-law No. A.-8381-147 - A by-law to authorize the Mayor and City Clerk to execute the Collective Agreement between The Corporation of the City of London and Unifor Local 302. (6.3/12/CSC)
Bill No. 210	By-law No. A.-8382-148 - A by-law to appoint John Paradis as Deputy City Manager, Enterprise Supports and repeal By-law No. A.-8144-215 being "A by-law to appoint Jacqueline Davison as Deputy City Manager, Enterprise Supports." (6.1/13/CSC)
Bill No. 211	By-law No. S.-6235-149 - A by-law to assume certain works and services in the City of London. (Kent Subdivision – Phase 1, 33M-730) (Deputy City Manager, Environment and Infrastructure)

**14. Adjournment**

Motion made by: H. McAlister  
 Seconded by: P. Cuddy

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 8:44 PM

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Josh Morgan, Mayor

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Michael Schulthess, City Clerk

# Appendix B – Location Map

1080 Dundas Street

Property location





## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** 1803299 ONTARIO INC.

**REAL PROPERTY:**

Address 1080 Dundas Street

Location Northwest corner of Dundas St and Burbrook Pl.

Approximate Measurements: Frontage: 36.6m  
Depth: varies  
Area: 140.57m<sup>2</sup> (1513.08 square feet)  
Shape: Irregular

Legal Description: PART OF LOTS 1, 2, 3 & 4 PLAN 471 LONDON/LONDON TOWNSHIP as shown in Schedule "A" attached hereto and to be further described as Part 1 on draft reference to be deposited, being part of PIN 08288-0325 (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be SEVENTY FIVE THOUSAND SIX HUNDRED FIFTY DOLLARS CDN (\$75,650.00) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
  - Schedule "A" Description of the Property
  - Schedule "B" Additional Terms and Conditions
  - Schedule "C" Temporary Easement and Consent to Enter
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than July 28<sup>th</sup>, 2023, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on October 13<sup>th</sup>, 2023 (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on October 27<sup>th</sup>, 2023. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the

Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the completion funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **COMPLETION ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers..
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes. The Purchaser will indemnify and save the Vendor harmless from all losses, costs, claims, third party actions, damages and expenses of every nature and kind which the Vendor may suffer as a result of the early access to the Property.
24. **NO MERGER:** The parties hereby agree that the covenants and obligations in Section 21, 23 and Schedule B shall survive and shall not merge upon completion of this transaction.

The Corporation of the City of London hereby accepts the above Agreement of Purchase and Sale and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-Law A-1 of the Council of The Corporation of the City of London passed the 15<sup>th</sup> day of November, 1993, as amended.

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 25<sup>th</sup> day of May 2023,

SIGNED, SEALED AND DELIVERED  
In the Presence of

1803299 ONTARIO INC. *Kathryn Barber*

Name: *Kathryn Barber*

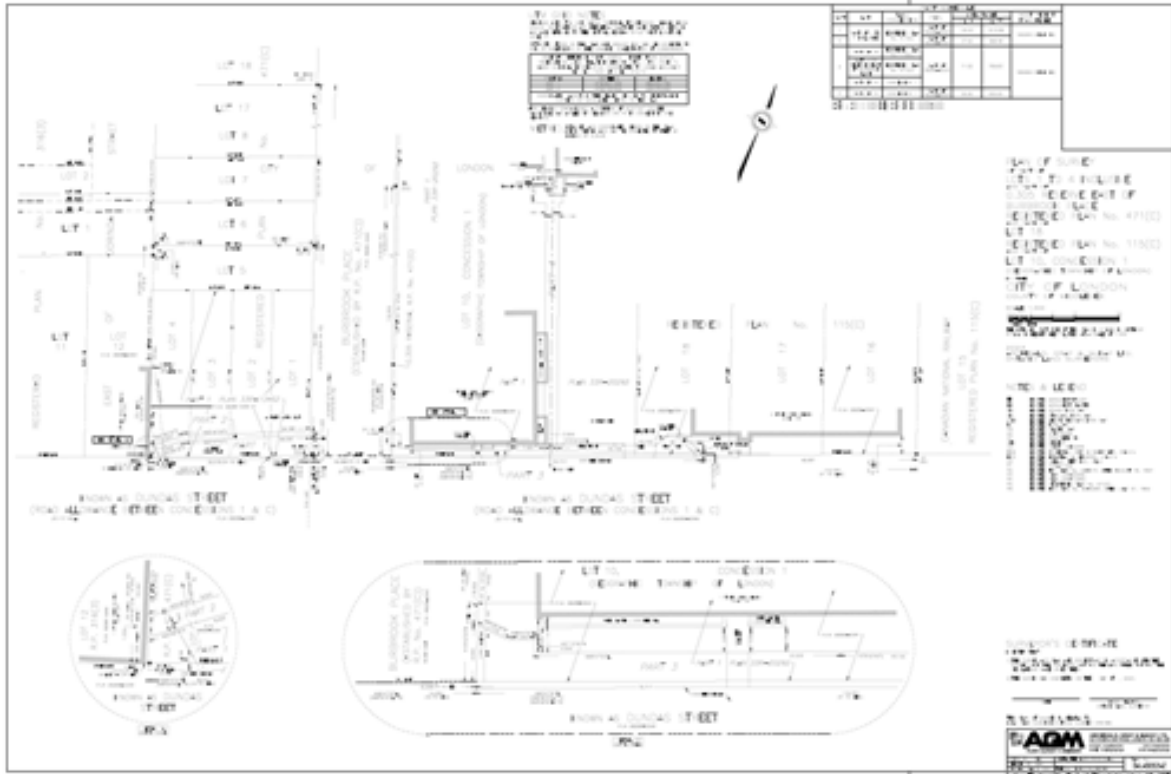
Title: *Treasurer*

I have the authority to bind the corporation

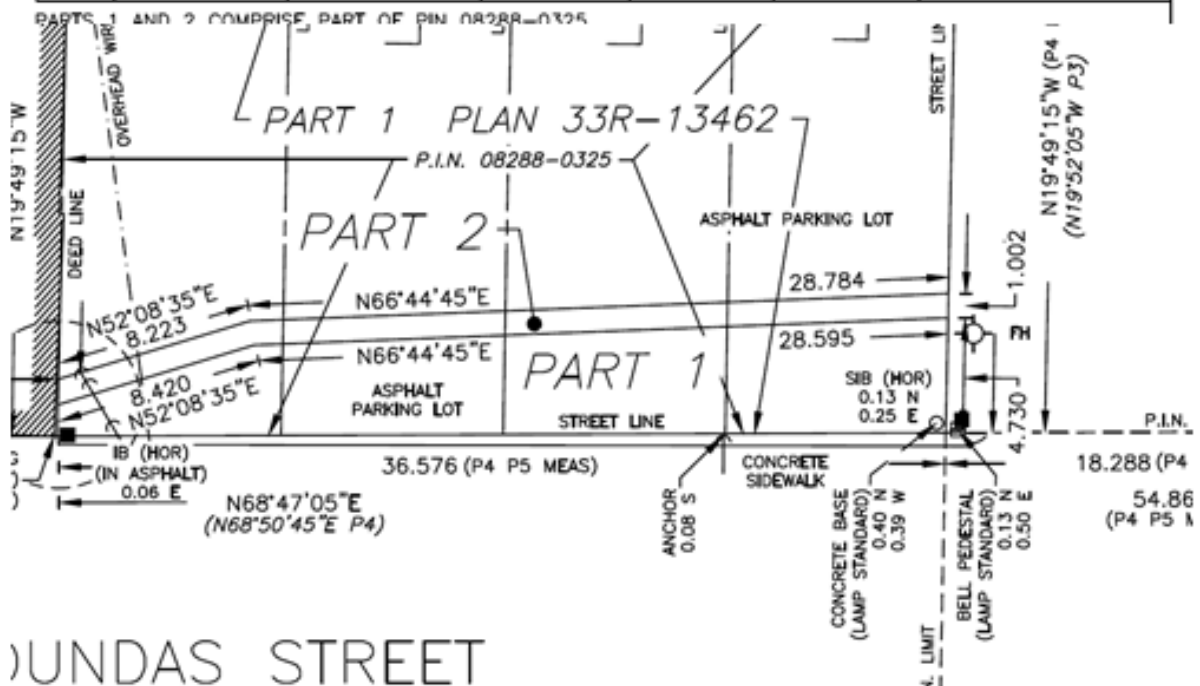
VENDOR'S LAWYER: Beth Mullins Mackenzie Lake

PURCHASER'S LAWYER: Sachit Tatavarti, City Solicitor's Office, 519-661-2489 (CITY) Ext. 5018  
Fax: 519-661-0082

**SCHEDULE "A" Description of "The Property"**  
 Part 1 on Draft Plan to be Deposited



PART SCHEDULE						
PART	LOT	PLAN/ CONCESSION	P.I.N.	AREA TABLE		MOST RECENT TRANSFEREE
				sq. m	sq. ft	
1	PART OF 1 TO 4 INCLUSIVE	REGISTERED PLAN No. 471(C)	PART OF 08288-0325	140.57	1513.08	1803299 ONTARIO INC.
2			PART OF 08288-0325	37.02	398.48	
3	PART OF 18	REGISTERED PLAN No. 115(C)	PART OF 08289-0004	71.52	769.83	1803299 ONTARIO INC.
	PART 0.305 RESERVE, EAST OF BURBROOK PLACE	REGISTERED PLAN No. 471(C)				
	PART OF 10	CONCESSION 1				
4	PART OF 10	CONCESSION 1	PART OF 08289-0004	00.00	000.00	



DUNDAS STREET

#### SCHEDULE "B" Additional Terms and Conditions

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, ~~disbursements~~ and applicable taxes, to complete this transaction, subject to assessment. The Purchaser shall be responsible for the preparation, deposit, and registration, and all costs associated with the same, for the reference plan required to describe the Property for the conveyance herein.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **TEMPORARY EASEMENT AND CONSENT TO ENTER:** Upon the completion of this transaction, the Vendor will grant to the Purchaser a Temporary Easement and Consent to Enter in the form attached as Schedule "C". This condition shall survive and not merge on the completion of this transaction.
4. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before completion and at its expense, a reference plan describing the Property. ~~In the event that~~ the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date one or more times for a total period of up to six (6) months, without condition, to facilitate the deposit of the reference plan prior to the completion of this transaction.
5. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act* R.S.O. 1990, c. E.26 arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
6. **DISTURBANCE:** The Purchaser agrees to pay on completion, a further sum of SIXTY THOUSAND \$60,000.00 as full and final payment for the loss parking spaces located within the Property
7. **AS IS, WHERE IS:** The Purchaser acknowledges and agrees that:
  - a. in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor in connection ~~therewith~~;
  - b. the Property is being purchased and assumed by the Purchaser on an "as is, where is" basis as of the Completion Date and without any express or implied agreement, representation or warranty of any kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent defects, any environmental matter, the quality thereof or as to the accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the Property; and
  - c. on the Completion Date, the Purchaser shall fully and irrevocably release the Vendor from ~~any and~~ all claims that the Purchaser may now have or hereafter acquire against the Vendor for any cost, loss, liability, damage, expense, demand, action or cause of action arising from any information or documentation in respect of the Property. Without limiting the foregoing, the Vendor is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, ~~servant~~ or other person.

The Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Property or the condition thereof save as otherwise expressly provided in this Agreement.

**Schedule "C"**  
**TEMPORARY EASEMENT AGREEMENT**

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON  
(the "City")

And

1803299 ONTARIO INC.  
(the "Owner")

WHEREAS the Owner is the owner of the lands municipally known as 1080 Dundas Street and more particularly described in the attached Schedule "A1" (the "Easement Lands").

AND WHEREAS the City requires a temporary easement over the Easement Lands for the purposes described herein and the Owner is agreeable to providing same, subject to certain terms and conditions:

NOW THEREFORE in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Construction Access Easement: The Owner hereby grants to the City, its employees, servants, agents, contractors, successors, agents and assigns, a temporary easement in gross, free and uninterrupted, for access upon, over, in, under and across the Easement Lands for all purposes related to construction activities (the "Temporary Easement").
2. Consideration: The City shall pay the Owner the total amount of FIVE THOUSAND DOLLARS CDN (\$5,000.00) as payment for the Temporary Easement, payable in cash or cheque on or before January 1, 2024.
3. Term: The parties agree that this Temporary Easement shall be in effect from January 1, 2024, to December 31, 2024 or for such further period as the parties may agree (the "Term").
4. Extension of Term: The Owner hereby grants the City an option to extend the Term of this Temporary Easement up to two (2) times, each for an additional period of one (1) year. Each extension shall commence at the end of the existing Term and shall take effect upon:
  - a. Written notice being provided by the City to the Owner exercising the option to extend; AND
  - b. The City providing an additional payment to the Owner in the total amount of FIVE THOUSAND (\$5,000.00)

all to be provided prior to the commencement of each extension of the Term.

5. Additional Terms:
  - a. The City shall make best efforts to restore the Easement Lands to its original condition prior to entry prior to the expiry of the Term.

- b. The Easement Lands will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the Term.
  - c. The proposed use of the Temporary Easement has been reviewed by the Owner and the sum set out as the consideration in this Agreement is intended to include the payment for any reduction in market value suffered to the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.
6. Indemnity: The City shall indemnify, defend with counsel and save harmless the Owner from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defiance and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence of same, reasonably caused by the use of the Temporary Easement by the City's employees, agents and contractors, pursuant to this Agreement, except those claims, demands, suits, or causes of action arising out of the negligence of the Owner.
7. Successor & Assigns:
- a. The Owner acknowledges that this Temporary Easement reflects an interest in the Easement Lands to the extent described herein and shall enure to the benefit of and be binding up the heirs, executors, administrators, successors and assigns of the undersigned.
  - b. The City may, at it's option and cost, take steps to register this Agreement against title to the Easement Lands. The Owner agrees to execute any and all documentation necessary to effect the registration of the Temporary Easement on title to the Easement Lands.
  - c. In the event that a transfer in ownership of the Easement Lands in whole or part is contemplated prior to the expiry of the term of this Agreement (or any renewal thereof), the Owner shall provide written notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Easement Lands, in a form prescribed by the City, to abide by the terms of this Agreement and assume all obligations of the Owner herein, at no additional cost to the City.

DATED at London this 25<sup>th</sup> day of May 2023.

1803299 ONTARIO INC.

*Kathryn Burton*

Name: Kathryn Burton

Title: Treasurer

I have the authority to bind the corporation

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-Law A-1 of the Council of The Corporation of the City of London passed the 15<sup>th</sup> day of November, 1993, as amended.

authority contained in By-Law A-1 of the Council of The Corporation of the City of London passed the 15<sup>th</sup> day of November, 1993, as amended.

THE CORPORATION OF THE CITY OF LONDON

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Josh Morgan, Mayor

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Michael Schulthess, City Clerk



# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#23128

June 12, 2023  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Partial Property Acquisition - 1080 Dundas Street  
East London Link Project  
(Subledger LD220030)  
RT1430-3B - East London Link - Land Rapid Transit  
1803299 Ontario Inc.

### Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	16,000,000	1,139,255	151,020	14,709,726
<b>Total Expenditures</b>	<b>\$16,000,000</b>	<b>\$1,139,255</b>	<b>\$151,020</b>	<b>\$14,709,726</b>
<b>Sources of Financing</b>				
Capital Levy	1,069,947	76,184	10,099	983,664
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	14,930,053	1,063,071	140,921	13,726,061
<b>Total Financing</b>	<b>\$16,000,000</b>	<b>\$1,139,255</b>	<b>\$151,020</b>	<b>\$14,709,726</b>

### Financial Note:

Purchase Cost	\$75,650
Add: Disturbance Costs	60,000
Add: Temporary Easement	10,000
Add: Legal Fees	2,500
Add: Land Transfer Tax	482
Add: HST @13%	17,635
Less: HST Rebate	-15,247
<b>Total Purchase Cost</b>	<b>\$151,020</b>

**Note 1:** Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



Alan Dunbar  
Manager of Financial Planning & Policy

lp

## Appendix A - Lease Agreement

### Lease Agreement 3438 Manning Drive, London, Ontario

THIS LEASE made as of the <<blank>> day of June, 2023,

BETWEEN:

**The Corporation of the City of London**  
(the "Landlord")

AND

**Miller Waste Systems Inc.**  
(the "Tenant")

WITNESSETH AS FOLLOWS:

### Article 1 — Basic Terms, Definitions

#### 1.1 Basic Terms

- (a) Landlord: The Corporation of the City of London  
Address: 300 Dufferin Ave., London, Ontario
- (b) Tenant: Miller Waste Systems Inc.  
Address: 8050 Woodbine Avenue, Markham, Ontario
- (c) Leased Premises: The property known municipally as 3438 Manning Drive, London, Ontario and legally described as Part South Half Lots 17 & 18 Concession 6, Westminster; City of London, Middlesex County to be more specifically described in a reference plan to be deposited and as set out in Schedule "A" attached. Part of PIN: 08205-0082 (LT).
- (d) Term: TEN years commencing on July 1, 2023 (the "Commencement Date"), and ending on June 30, 2033,
- (e) Basic Rent: See Section 4.1
- (f) Extension Rights: See Section 16.1

#### 1.2 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Additional Rent" means payments on account of Realty Taxes, payments for utilities and all other amounts, excluding Basic Rent and GST, payable by the Tenant in accordance with the terms of this Lease;
- (b) "Basic Rent" means the basic rent payable by the Tenant pursuant to Section 4.1;

- (c) "Building" means all buildings constructed within the Leased Premises;
- (d) "Commencement Date" has the meaning given thereto in Section 1.1(d);
- (e) "C.P.I." means the Consumer Price Index for the Province of Ontario (All Items), established by Statistics Canada (or any successor entity) annually, provided that if Statistics Canada (or any successor entity) establishes a Consumer Price Index category specifically tracking the recycling/waste industries in Ontario, such category shall replace "Province of Ontario (All Items)" for purposes of this definition;
- (f) "Default Rate" means the rate of interest per annum equal to the prime commercial lending rate of the Landlord's Schedule I Canadian chartered bank in effect from time to time plus four percent (4%) per annum calculated and compounded daily;
- (g) "Event of Default" has the meaning given thereto in Section 14.1;
- (h) "Extension Term" has the meaning given thereto in Section 16.1;
- (i) "GST" means the goods and services tax imposed under the *Excise Tax Act* (Canada) and any business transfer tax, value added tax or other similar tax presently or hereafter payable on account of the rental of the Leased Premises or the Landlord's receipt of the rents and other amounts and charges hereunder;
- (j) "HVAC Equipment" means the heating, ventilating and air-conditioning equipment, facilities and installations serving the Building;
- (k) "*Leased Premises*" means the premises described in Section 1.1(c), including all rights and easements appurtenant thereto, and also includes the weigh scales and all appurtenances associated with the mechanical/electrical function of the scale except for the computer and the scale software operating on the computer;
- (l) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant in the Leased Premises, including doors, partitions (excluding moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (m) "Major Work" has the meaning given thereto in Section 8.2;
- (n) "Minor Work" has the meaning given thereto in Section 8.2;
- (o) "Mortgage" means any charge, mortgage or other security against the Leased Premises and/or the Landlord's interest in this Lease, from time to time;
- (p) "Mortgagee" means the holder of any Mortgage from time to time;
- (q) "Realty Taxes" means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges and other levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord which are imposed in lieu of any of the foregoing, whether of the foregoing character or not and whether or not in existence at the commencement of the Term;
- (r) "Remainder Period Lease" has the meaning given thereto in Section 10.3(d);
- (s) "Rent" means all Basic Rent and Additional Rent;
- (t) "Tenant's Charge" has the meaning given thereto in Section 10.5;

- (u) “Tenant’s Equipment” means the items listed in Schedule “B”;
- (v) “Tenant’s Lender” has the meaning given thereto in Section 10.5;
- (w) “Term” means the period specified in Section 1.1(d);
- (x) “Transfer” means an assignment of this Lease in whole or in part, a sublease of all or any part of the Leased Premises, any transaction whereby the rights of the Tenant under this Lease or to the Leased Premises are transferred to another person or by which any right of use or occupancy of all or any part of the Leased Premises is conferred upon any person, any mortgage, charge or encumbrance of this Lease or the Leased Premises or any part thereof, and any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Leased Premises;
- (y) “Transferee” means a party receiving a Transfer;
- (z) “Trustee” has the meaning given thereto in Section 13.1(2)(a).

## **Article 2 — Demise and Term**

### **2.1 Demise**

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises to the Tenant the Leased Premises. The Tenant accepts the Leased Premises in an “as is, where is” condition.

### **2.2 Term**

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(d) and end on the date set out in Section 1.1(d), unless terminated earlier or extended pursuant to the provisions of this Lease.

### **2.3 Overholding**

If, at the expiration of the Term (including any Extension Term), the Tenant continues to occupy the Leased Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only and may be terminated by either party on one (1) month’s notice. Rent shall be payable in advance on the first day of each month equal to the sum of one hundred and fifty percent (150%) of the monthly installment of Basic Rent payable during the last month of the Term and one twelfth (1/12) of all Additional Rent charges payable over the previous calendar year, determined in the same manner as if this Lease had been renewed, and all terms and conditions of this Lease shall, insofar as applicable, apply to such monthly tenancy.

Any Additional Rent payable directly to a utility or service supplier under this Lease shall continue to be payable directly to the utility or service supplier as due and payable during the overholding period. If the Additional Rent normally payable under this Lease exceeds the estimated Additional Rent payable under this clause during the overholding period, the Landlord may require the Tenant pay the shortfall amount directly to the Landlord within five (5) business days of providing notice of same.

## Article 3 — Rent

### **3.1 Covenant to Pay, Net Lease**

The Tenant covenants to pay Rent as provided in this Lease. It is the intention of the parties that, except as otherwise provided herein, the Rent to be paid shall be net to the Landlord and clear of all taxes, costs and charges arising from or relating to the Leased Premises. Any obligation that is not stated to be that of the Landlord shall be deemed to be that of the Tenant.

### **3.2 Goods and Services Tax**

The Tenant shall pay to the Landlord the HST assessed upon Rent. The HST shall not be deemed to be Additional Rent under this Lease, but may be recovered by the Landlord as though it was Additional Rent.

### **3.3 No Set-off**

All Rent shall be payable without any deduction, compensation, set-off or abatement whatsoever, and the Tenant hereby waives the benefit of any present or future legislation permitting any such deduction, compensation, set-off or abatement.

### **3.4 Evidence of Payments**

The Tenant shall, from time to time, at the request of the Landlord, produce to the Landlord satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

### **3.5 Rent Past Due**

If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the Default Rate, and such interest shall be calculated from the time such Rent becomes due until paid by the Tenant.

### **3.6 Acceptance and Application of Rent**

Any endorsement, statement, condition, direction or other communication on or accompanying any Rent payment shall not be binding on the Landlord, and the acceptance of any such payment shall be without prejudice to the Landlord's right to recover the balance of Rent then owing or to pursue any other remedy available to the Landlord. Any payment received by the Landlord may be applied towards amounts then outstanding under this Lease in such manner as the Landlord determines.

### **3.7 Partial Periods**

If the Term commences on any day other than the first day of the month or ends on any day other than the last day of the month, Rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a *pro rata* basis.

## Article 4 — Basic Rent

### 4.1 Basic Rent

The Tenant covenants and agrees to pay to the Landlord, in lawful money of Canada, annual Basic Rent in the amount listed in the table below to be payable in equal consecutive monthly installments, in advance, without any deduction, compensation, set-off or abatement whatsoever.

Year of Term	Annual Rate Per Square Foot of Rentable Area 88,358 Square Feet	Per Year	Per Month
1	\$9.00	\$795,222.00	\$66,268.50
2	\$9.50	\$839,401.00	\$69,950.08
3	\$10.00	\$883,580.00	\$73,631.66
4	\$10.50	\$927,759.00	\$77,313.25
5	\$11.00	\$971,938.00	\$80,994.83

Basic Rent for years 6 to 10 payable by the Tenant shall be an amount equal to the Tenant's Basic Rent payable in the immediately preceding year of the Term, plus the percentage increase (if any, but no decrease) in C.P.I. between the first month of the preceding calendar year and the first month of the particular calendar year in question.

## Article 5 — Taxes

### 5.1 Realty Taxes

The Tenant shall pay directly to the taxing authority, as Additional Rent, all Realty Taxes levied, rated, charged or assessed throughout the Term on or in relation to the Leased Premises, as and when due. Upon request, the Tenant shall provide to the Landlord evidence of such payment.

### 5.3 Other Taxes

In each and every year during the Term, the Tenant shall pay, as Additional Rent, discharge when due, and indemnify the Landlord from and against payment of, and any interest or penalty in respect of, every tax, licence fee, rate, duty and assessment of every kind with respect to any business carried on by the Tenant in the Leased Premises or by any subtenant, licensee, concessionaire, franchisee or anyone else, or in respect of the use or occupancy of the Leased Premises by the Tenant, its subtenants, licensees, concessionaires, franchisees or anyone else.

### 5.4 Appeals

The Tenant shall be at liberty, from time to time, to appeal any assessment or apportionment of assessment in respect of the Leased Premises directly to the taxing authorities, and shall give notice in writing of such appeal to the Landlord upon filing the notice of appeal with the taxing authorities and shall keep the Landlord informed as to the progress of proceedings in respect thereof.

## Article 6 — Utilities and HVAC

### 6.1 Payment for Utilities

The Tenant shall pay promptly when due all charges, costs, accounts and any other sums payable by reason of the supply of the utilities and services to the Leased Premises, as Additional Rent.

### 6.2 Direct Supply

The Tenant shall make arrangements, at its own cost and expense, directly with the utility or service supplier in respect of any utilities and services. The Landlord shall provide any authorization or other reasonable co-operation required to facilitate such arrangements.

### 6.3 HVAC Equipment

Subject to Section 8.1 below, the Tenant shall, throughout the Term, operate, maintain, repair, replace and regulate the HVAC Equipment in such a manner so as to maintain reasonable conditions of temperature and humidity within the Leased Premises and so as to maintain the HVAC Equipment in good and working order.

## Article 7 — Use of Leased Premises

### 7.1 Use of Leased Premises

The Leased Premises may be solely used for a commercial recycling facility by the Tenant and its agents, customers, suppliers, business partners and other invitees.

- (4) The Tenant's use of the Leased Premises shall be to receive and process Blue Box Material from eligible sources (as defined by Ontario Regulation 391/21 under the (Ontario) *Resource Recovery and Circular Economy Act, 2016*) pursuant to its agreements with Circular Materials Ontario.
- (5) The Tenant may also accept and process non-eligible IC&I recyclable materials, but only if the Tenant has the tonnage capacity, has sufficient floor space, and the logistical capacity to receive and process such materials, in the Tenant's sole and absolute discretion.
- (6) Throughout the Term of the Lease the Landlord and its employees may continue to use the Training Room at the Leased Premises, provided that the Landlord gives the Tenant at least 24 hours advanced notice and the use of the Training Room does not conflict with any use of the facility by the Tenant.
- (7) Throughout the Term of the Lease the Landlord may arrange and conduct tours at the facility, to support and promote the recycling programs, provided that the Landlord gives the Tenant at least 72 hours advanced notice and any such tour does not pose a health and safety risk to the Tenant's employees or to any tour participants, and that any such tour does not conflict with any use of the facility by the Tenant.

## **7.2 Observance of Law**

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of all public authorities having jurisdiction affecting the Leased Premises or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters.

## **7.3 Waste, Nuisance, Overloading**

The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Leased Premises or permit or suffer any overloading of the floors, roof deck, walls or any other part of the Leased Premises, and shall not use or permit to be used any part of the Leased Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Leased Premises. The Tenant shall not install any equipment which would exceed or overload the capacity of the utility facilities in the Leased Premises or the electrical wiring and service in the Building or in the Leased Premises, and the Tenant agrees that if any equipment installed by the Tenant requires additional utility facilities, such shall be installed, if available, subject to the Landlord's prior written approval thereto (which approval may not be unreasonably withheld), at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, such approval not to be unreasonably withheld.

## **7.4 Notice to Landlord**

The Tenant shall forthwith provide notice to the Landlord of damage to the Leased Premises and/or any spill or release of any hazardous or toxic substances or materials onto or from the Leased Premises.

# **Article 8 — Maintenance, Repairs and Alterations**

## **8.1 Maintenance, Repair by Tenant**

- (1) The Tenant shall operate, maintain and keep the Leased Premises in such condition and state of repair (including repainting and redecorating at reasonable intervals) as would a prudent owner of a similar building in the vicinity, taking into account the age and nature of the Building. The Tenant shall, at its own expense, properly carry out all maintenance, repairs and replacement of the Leased Premises and the Building and Leasehold Improvements therein, thereon or used in connection therewith (whether or not any repairs or replacements are major, are of a capital nature or are exterior or interior) and, without limiting in any way the generality of the foregoing, shall maintain, repair and replace the roof and all component parts thereof including, without limitation, the waterproof membrane, exterior walls, parking areas, entrances, glass windows, plate glass, plumbing systems, HVAC Equipment, electrical systems, water and gas connections, wiring, pipes, drains and mains attributable to the Leased Premises and which serve the Leased Premises, interior and exterior signs and all other machinery and Building and Leasehold Improvements belonging to or connected with the Leased Premises or any part thereof, up to a threshold value of \$40,000.00 + HST ("Threshold Value"). The Threshold Value is not a deductible; the Tenant is responsible for the cost of any maintenance or repair occurrence with a total cost less than the Threshold Value, and the Landlord is responsible for the total cost of each occurrence over the Threshold Value.



The Threshold Value shall not be applicable to any maintenance or repairs required to the trade fixtures or the Tenant's Equipment, which shall be the responsibility of the Tenant.

- (2) The Tenant acknowledges there is no gravity sewer servicing the Leased Premises and wastewater from the facility shall be pumped into the W12A leachate force main via a small pumping station that is located on the Leased Premises (the "MRF Pump Station"). The Landlord will remain responsible for any maintenance or repair on the MRF Pump Station as it requires coordination with the leachate pump station located in the City of London's W12A Landfill. The Landlord will continue to access the Leased Premises to maintain the MRF Pump Station to avoid issues with pumping of leachate from W12A. Any changes to existing wastewater flows shall be compatible within the available constraints of the leachate force main.
- (3) The Tenant shall be responsible to pay as Additional Rent any reasonable additional costs incurred by the Landlord related to wastewater flows, nutrient loading or additional maintenance of the pumpstation and leachate force main directly resulting from changes to the production and/or character of the wastewater currently discharging from the Leased Premises, as determined by the Landlord in their sole discretion. The Landlord may install a metered connection at the Leased Premises for the purposes of monitoring wastewater production.

## **8.2 Alterations**

- (1) The Tenant shall not, without the prior written consent of the Landlord (such consent not to be unreasonably withheld), make, erect, alter or install any Leasehold Improvements or other alterations or installations to the Leased Premises or otherwise do work which shall affect the structure of the Building or the electrical, mechanical or utility systems (the "Major Work"). Provided the Tenant complies with the terms and conditions of the Lease, the Landlord's prior consent shall not be required for the Tenant to make, erect, alter or install or otherwise do work to the Leased Premises other than the Major Work (the "Minor Work").
- (2) If the Tenant wishes to do any Major Work, the Tenant shall apply for the Landlord's written consent and furnish such plans, specifications and designs as shall be reasonably necessary to fully describe the Major Work.
- (3) Subject to the Landlord's written consent having been obtained and the Landlord's requirements (including the posting of reasonable security, if requested) being met, the Tenant may perform the Major Work in the manner set out herein.
- (4) All Major Work shall be performed by the Tenant's own employees, or by contractors and/or tradespeople retained by the Tenant. The Landlord shall have the right to inspect such Major Work and to require any Major Work not being properly done to be corrected.
- (5) After any modification to all or part of the Leased Premises constituting Major Work, the Tenant shall provide to the Landlord a complete set of up-to-date as-built drawings of the Building to the extent affected by the Major Work including, without limitation, all electrical, mechanical and architectural drawings.
- (6) In carrying out all Major Work and Minor Work, the Tenant shall obtain all necessary permits and comply with all laws, by-laws, ordinances, regulations and directives of all public authorities having jurisdiction.

### ***8.3 Construction Liens***

If any construction or other liens or order for the payment of money shall be filed against the Leased Premises by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, then the Tenant, within five (5) business days after receiving notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise, failing which the Landlord may, at its option, discharge the lien or claim of lien by paying the amount claimed to be due into court, and the amount so paid and all expenses of the Landlord including legal fees (on a full indemnity basis) shall be paid by the Tenant to the Landlord. The Tenant shall defend all suits to enforce such lien or orders against the Tenant, at the Tenant's sole expense. The Tenant hereby indemnifies the Landlord against any expense or damage as a result of such liens or orders.

### ***8.4 Leasehold Improvements.***

Upon the expiration or other termination of this Lease, all Leasehold Improvements in the Leased Premises, including all fixed partitions (including floor to ceiling partitions which, if demountable, involve attachment to any floor, ceiling or permanent wall such that they cannot be removed without damage to the Leased Premises, but excluding the Tenant's movable partitions, such as free-standing partitions or partial height partitions which can be removed without damage to the Leased Premises and which shall be deemed to be trade fixtures) shall remain upon and be surrendered with the Leased Premises as a part thereof without disturbance, molestation or injury, and the same and any trade fixtures not removed by the Tenant within ninety (90) days following the earlier of the expiration or other termination of this Lease are the property of the Landlord absolutely, free of any liens or encumbrances, and without payment therefor to the Tenant.

### ***8.5 Trade Fixtures.***

Notwithstanding anything herein contained, provided the Tenant is not in material default (notice of which shall have been given to the Tenant in writing), the Tenant shall have, during the Term and at the expiration or other termination of this Lease, the right to remove its trade fixtures, provided that the Tenant repairs, on or before the expiration or other termination of this Lease, at its own expense, any damage to the Leased Premises caused by such removal.

### ***8.6 Tenant's Equipment.***

The Tenant's Equipment, as described in Schedule "B", shall remain at all times the personal and moveable property of the Tenant and not become Leasehold Improvements, notwithstanding the attachment to any degree or in any manner of any part of the Tenant's Equipment to the Leased Premises. The Tenant shall have the unfettered right, at all times during the Term, to make any alterations or improvements to the Tenant's Equipment or to remove all or any part of the Equipment and appurtenances from the Leased Premises.

### ***8.7 Surrender of Leased Premises***

At the expiration or other termination of this Lease, and unless the Tenant is completing a purchase of the Leased Premises, the Tenant shall peaceably surrender and give up unto the Landlord vacant possession of the Leased Premises in the same condition and state of repair as the Tenant is required to maintain the Leased Premises throughout the Term and in accordance with its obligations herein.

## **8.8 Right of Entry**

The Landlord and its employees or agents may (but are not obligated to), at all reasonable times and upon reasonable notice (and at any time in the case of any real or apprehended emergency), enter and examine the state of maintenance and repair of the Leased Premises and, without limitation, may conduct an environmental audit or assessment in respect of the Leased Premises.

## **Article 9 — Insurance and Indemnity**

### **9.1 Tenant's Insurance**

The Tenant shall at its own expense obtain and maintain until the termination of the Lease Agreement, and provide the Landlord with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than Ten Million (\$10,000,000.00) dollars and shall include the Landlord as an additional insured with respect to the Tenant's operations, acts and omissions relating to its obligations under the Lease Agreement and use of the Leased Premises, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and proponent's protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b) Automobile liability insurance for an amount not less than Five Million (\$5,000,000.00) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the use of the Leased Premises.
- c) Environmental impairment liability insurance covering the permitted use of the Lease Premises described in the Lease Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than Two Million (\$2,000,000.00) dollars and shall remain in force for twelve (12) months following termination of the Lease Agreement.
- d) All Risk Property (including flood and earthquake) on the Materials Recovery Facility, equipment, tools and contents covering the Tenant's own facility, tools and equipment.
- e) All risk business interruption insurance in an amount that will reimburse Tenant for the loss of profits and include the Landlord as an additional insured as their interest may appear.
- f) Broad form boiler and machinery insurance on a blanket repair and replacement basis with the limits for each accident in an amount of at least the replacement cost of the MRF building and equipment.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Landlord in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The Landlord reserves the right to request such higher limits of insurance or other types of policies appropriate to the Lease Agreement and permitted uses as the Landlord may reasonably require.

The Tenant shall not occupy the Leased Premises until such time as evidence of insurance (Form No. 0788) from insurers licensed to operate in Canada has been filed with and approved by Risk Management for the Landlord. The Tenant shall further ensure that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the Agreement.

### ***9.2 Limitation of Liability of Landlord***

(1) Subject to 15.14 below, the Tenant agrees that neither the Landlord nor any others for whom the Landlord is at law responsible shall be liable to any extent for any personal injury or death of, or loss or damage to any property belonging to, the Tenant or its employees, invitees or licensees or any other person in, on or about the Leased Premises, except to the extent that such injury or death, or loss or damage arises directly from the actual negligence or a wilful act of the Landlord or those for whom the Landlord is at law responsible. Without limitation, in no event shall the Landlord or any others for whom the Landlord is at law responsible be liable for:

- (a) any damage caused by steam, water, rain, ice, hail or snow which may leak, issue or flow into any part of the Leased Premises or from the pipes or plumbing works, including the sprinkler system, thereof, or from any other place or quarter, or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring or of sprinkler heads, or for any damage caused by anything done or omitted by any other tenant;
- (b) any act or omission on the part of any agent, contractor or person from time to time employed by it to supervise or perform supervision or any other work in or about the Leased Premises;
- (c) loss or damage, however caused, of and to money, securities, negotiable instruments, papers or other valuables of the Tenant; or
- (d) loss or damage to the extent the Tenant is entitled to compensation under policies of insurance.

(2) Notwithstanding anything to the contrary contained in this Lease, in no event shall the Landlord be liable for any indirect or consequential losses, costs or damages howsoever caused, whether by the negligence of the Landlord or those for whom the Landlord is at law responsible.

### ***9.3 Indemnity of Landlord by Tenant***

Subject to 15.14 below, the Tenant shall indemnify and save harmless the Landlord and others for whom the Landlord is at law responsible against and from any and all expenses, costs, damages, suits, actions or liabilities arising or growing out of any default by the Tenant hereunder, and from all claims and demands of every kind and nature made by any person or persons to or against the Landlord, for all and every manner of costs, damages or expenses incurred by or injury or damage to such person or persons or his, her or their property, which claims or demands arise directly out of the use and occupation of the Leased Premises by the Tenant or any subtenant or occupant authorized by the Tenant or by any assignee or sublessee thereof or any of the above-mentioned or his, her or their servants, agents, assistants, employees, invitees or other persons entering the Leased Premises or any part thereof, and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon.

## **Article 10 — Assignment and Subletting**

### **10.1 Assignment, Subletting**

The Tenant shall not effect any Transfer without the prior consent in writing of the Landlord, which consent may be unreasonably withheld. No consent to any Transfer shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained.

### **10.2 Landlord's Consent**

If the Tenant desires to effect a Transfer, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing and such request shall contain the information required by Section 10.3. No consent by the Landlord to any Transfer shall be construed to mean that the Landlord has consented to or will consent to any further Transfer.

### **10.3 Requests for Consent**

Requests by the Tenant for a Transfer shall be in writing to the Landlord accompanied by a true copy of the proposed Transfer or the agreement relating thereto. The Tenant shall also provide such additional information as to the Transferee as the Landlord may reasonably require. Any consent to be given by the Landlord in response to the Tenant's request shall be conditional upon the following:

- (a) the Tenant remaining fully liable to pay Rent and to perform all of the covenants, terms and conditions herein contained;
- (b) the proposed Transferee having entered into an agreement with the Landlord agreeing to be bound by all of the terms, covenants and conditions of this Lease applicable to the Tenant;
- (c) the Tenant paying to the Landlord, prior to receiving such consent, all reasonable legal fees and disbursements incurred by the Landlord in connection with the Transfer; and
- (d) if this Lease is repudiated, disaffirmed or disclaimed (except with the consent of the Landlord) or terminated by any trustee in bankruptcy of a Transferee, or by a court representative, the original Tenant named in this Lease or any Transferee (except the bankrupt or insolvent Transferee) will be considered, upon notice, to have entered into a lease (the "Remainder Period Lease") with the Landlord on the same terms and conditions as this Lease (the commencement date of the Remainder Period Lease shall be the date of the repudiation, disaffirmation, disclaimer, surrender or termination, and the expiration date of the Remainder Period Lease shall be the date on which the Lease would have expired had the repudiation, disaffirmation, disclaimer, surrender or termination not occurred).

### **10.4 No Advertising**

The Tenant shall not advertise that the whole or any part of the Leased Premises are available for assignment or sublease and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord, such approval not to be unreasonably withheld.

## **Article 11 — Assignment by Landlord**

### ***11.1 Assignment by Landlord***

In the event of the sale or lease by the Landlord of its interest in the Leased Premises or any part or parts thereof and, in conjunction therewith, the assignment by the Landlord of this Lease or any interest of the Landlord herein, upon and to the extent of an assumption of the obligations herein by the purchaser or assignee, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

### ***11.2 Status Certificates***

Each party agrees that it shall, on ten (10) days' notice from the other party, execute and deliver to the other party a statement as prepared by the other party in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the modifications and that the same is in full force and effect as modified), the amount of Basic Rent then being paid hereunder, the dates to which the same, by installments or otherwise, and other Additional Rent or charges hereunder have been paid, and whether or not there is any existing default on the part of the other party of which the certifying party has notice.

### ***11.3 Subordination and Attornment***

(1) Subject to compliance by the Landlord with Section 11.4, at the option of the Landlord, this Lease and all of the rights of the Tenant hereunder are and shall at all times be subject and subordinate to any and all Mortgages and any renewals or extensions thereof now or hereinafter in force against the Leased Premises and, upon the request of the Landlord, the Tenant shall promptly subordinate this Lease and all its rights hereunder in such form or forms as the Landlord may require to any such Mortgage or Mortgages and to all advances made or hereinafter to be made upon the security thereof and will, if required, attorn to the holder thereof. No subordination by the Tenant shall have the effect of permitting a Mortgagee to disturb the occupation and possession by the Tenant of the Leased Premises or affect the rights of the Tenant pursuant to the terms of this Lease, so long as the Tenant shall perform all of its covenants, agreements and conditions contained in this Lease and so long as the Tenant contemporaneously executes a document of attornment as required by the Mortgagee.

(2) The Landlord, as to any Mortgage, and a Mortgagee, as to any Mortgage held by it, may, by notice to the Tenant, elect that this Lease and the rights of the Tenant hereunder shall be prior to such Mortgage(s), and the Tenant, on request by and without cost to the Landlord shall, within five (5) days after such request, execute and deliver any and all instruments required by the Landlord or the Mortgagee, as the case may be, to confirm priority of this Lease over the Mortgage(s).

### ***11.4 Non-disturbance***

The Landlord shall provide the Tenant with non-disturbance agreements in a form which is satisfactory to the Tenant, acting reasonably, obtained from all current and future entities holding a registered mortgage or other security interest on the Leased Premises or the Building. The Tenant agrees that any such interest may require the Tenant to agree to attorn to such party, and the Tenant agrees to execute any such non-disturbance agreement which may include, without limitation, obligations to give such party notice of any default by the Landlord hereunder.

### **11.5 Right to Exhibit Premises**

The Landlord and its authorized agents and employees shall have the right, from time to time, to enter upon the Leased Premises and/or exhibit the Leased Premises to:

- (a) prospective tenants thereof during the last twelve (12) months of the Term; and/or
- (b) prospective purchasers or mortgagees thereof during the Term.

## **Article 12 — Quiet Enjoyment**

### **12.1 Quiet Enjoyment**

The Tenant, upon paying the Rent hereby reserved and performing and observing the covenants and provisions herein contained on its part to be performed and observed, shall peaceably enjoy the Leased Premises for the Term and any extensions or renewals.

### **12.2 Right and Authority**

The Landlord represents and warrants that it is the owner of the Leased Premises and has the power and authority to grant this Lease.

## **Article 13 — Damage and Destruction**

### **13.1 Damage or Destruction to Leased Premises**

(1) If the Leased Premises or any portion thereof are damaged or destroyed by fire or by other casualty, Rent shall not abate and the Tenant shall repair and rebuild the Leased Premises.

(2) Where a partial or complete destruction occurs and the Tenant rebuilds, the following procedures shall apply:

- (a) the insurance proceeds shall be paid to a trustee (the "Trustee") jointly named by the Landlord and the Tenant and any Mortgagee, which Trustee shall be expressly instructed to act on behalf of both the Landlord and the Tenant and any Mortgagee according to their interests. The Trustee shall be instructed to invest the insurance proceeds insofar as possible, with a bank or trust company so as to earn interest pending their distribution as contemplated by this Section 13.1. Work-in-progress shall be paid for in installments as progress payments out of the insurance proceeds, and provision shall be made to ensure that no increase in the cost over the amount of the original estimate shall be the responsibility of the Landlord or the Trustee so that the Trustee at all times retains in its hands sufficient insurance proceeds to pay for the estimated cost of repair outstanding at the date it makes any progress payment;
- (b) before any contract having a value in excess of ten thousand dollars (\$10,000) is entered into by the Tenant for the carrying out of any repair work, copies of the estimates for any work and the contracts for the completion of the work shall be submitted to the Trustee and it shall distribute such copies to the Landlord, the Mortgagee and the Tenant. Such contracts shall be deemed to be approved unless notice to the

contrary is delivered to the Trustee within fourteen (14) business days of receipt of the contract from the Trustee;

- (c) any progress payments to be made under this Section 13.1 by the Trustee shall not be made without the submission of a statement, certified by the architect or engineer of the party to whom the payments are to be made, stating the estimated amount required to complete the work or repair at the date of the certificate, the amount owing on work already done and the amount of any payments made at that date for work already done and verifying the standard and quality of the work already done, and the Trustee shall be required to retain in its hands, at the date of any payment, an amount sufficient to pay the estimated outstanding cost of completion, even though that has the effect that the payment made becomes less than the amount certified to be due;
- (d) in making any payment under this Section 13.1, the Trustee shall have regard to construction lien or similar legislation applicable in the province in which the Leased Premises are located and shall retain within its control for the period specified in such legislation the amount of any hold-back required;
- (e) should this Lease be forfeited for whatever cause pursuant to the terms hereof, all moneys remaining in the Trustee's hands shall be payable to the Landlord as liquidated damages, except that if there is in effect a Tenant's Charge or a sublease of the Leased Premises made by the Tenant and consented to by the Landlord, the moneys shall be payable to the Tenant's subtenant if the lender or the subtenant cures the cause of the forfeiture;
- (f) the fees and expenses of the Trustee shall be borne by the Tenant and shall be paid to the extent available out of the moneys held by the Trustee;
- (g) in the case of any dispute as to the terms of any contract or the amount of any estimate or any matter relating to the actual work or repair, such dispute shall be decided by a qualified professional person appointed by the Trustee whose decision shall be final; and
- (h) should the insurance moneys, if any, be insufficient to pay the entire cost of the work of restoring and repairing the buildings, the Tenant agrees to pay the deficiency. On the completion of such work and payment in full therefor by the Tenant, the Landlord shall, upon receipt of proof that such work has been paid for in full and that there is no outstanding lien claim, release to the Tenant any insurance moneys then remaining and in the possession or control of the Trustee and shall so authorize the Trustee.

### ***13.2 Irreparable Damage to Building.***

(1) Notwithstanding Section 13.1:

- (a) if the Leased Premises or any portion thereof are damaged or destroyed by any cause whatsoever and cannot, in the opinion of the Tenant's architect or professional engineer, be rebuilt within two hundred and seventy (270) days of the damage or destruction, then the Landlord or the Tenant may terminate this Lease by giving to the other within thirty (30) days after such damage or destruction notice of termination, and thereupon rent and other payments hereunder shall be apportioned and paid to the date of such damage or destruction, and the Tenant shall immediately deliver up vacant possession of the Leased Premises to the Landlord;



- (b) in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Leased Premises, the Tenant may elect on written notice to the Landlord, within thirty (30) days of such damage or destruction, to terminate this Lease; and
- (c) in the event of termination pursuant to this Section 13.2, and notwithstanding anything else contained in this Lease, the Landlord shall be entitled to the proceeds of the insurance with respect to the Building. All proceeds of insurance in respect of any chattel, fixture, Leasehold Improvements, installation, addition or partition shall belong to the Tenant.
- (d) The determination by the Tenant's architect or professional engineer under Section 13.2(1)(a) above shall be made and notice given to the Landlord within twenty (20) days after such damage or destruction.

### **13.3 Certificate Conclusive**

Any decisions regarding the extent to which the Leased Premises or any portion thereof have become unfit for use shall be made by an architect or professional engineer appointed by the Tenant, whose decision shall be final and binding upon the parties.

### **13.4 Reconstruction Work**

In performing any reconstruction or repair, the Tenant may effect changes to the Leased Premises and its equipment and systems, provided that the Leased Premises remain suitable for the Tenant's business and are of equal or better quality.

## **Article 14 — Default**

### **14.1 Events of Default**

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent due is not paid within twenty (20) days after notice in writing from the Landlord;
- (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 14.1, after notice in writing from the Landlord:
  - (i) the Tenant fails to remedy such breach within twenty (20) days (or such shorter period as may be provided in this Lease); or
  - (ii) if such breach cannot reasonably be remedied within twenty (20) days or such shorter period, the Tenant fails to commence to remedy such breach within twenty (20) days of such breach or thereafter fails to proceed diligently to remedy such breach;
- (c) the Tenant becomes bankrupt or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any third party for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets and such is not stayed or dismissed within fifteen (15) days after the date of such application;

- (d) a trustee, receiver, receiver/manager, or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant at the Leased Premises;
- (e) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (f) the Tenant makes an assignment or sublease other than in compliance with the provisions of this Lease; or
- (g) the Tenant abandons the Leased Premises.

#### **14.2 Landlord Remedies**

If and whenever an Event of Default occurs then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Leased Premises and repossess them and, in either case, enjoy them as of its former estate, and the Landlord may remove all persons and property from the Leased Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant. If the Landlord enters the Leased Premises without notice to the Tenant as to whether it is terminating this Lease under Section 14.2(a) or proceeding under Section 14.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 14.2(b) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (b) to enter the Leased Premises as agent of the Tenant and to relet the Leased Premises for whatever length of time, and on such terms as the Landlord, in its discretion, may determine and to receive the rent therefor and, as agent of the Tenant, to take possession of any property of the Tenant on the Leased Premises, to store such property at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant to make alterations to the Leased Premises to facilitate their reletting, and to apply the proceeds of any such sale or reletting, first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent and, third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter upon the Leased Premises for such purposes;
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Leased Premises; and

- (e) where the Event of Default is pursuant to Section 14.1(c), to recover from the Tenant the full amount of the current month's Rent together with the next three months' installments of Rent, all of which shall immediately become due and payable as accelerated rent.

### **14.3 Distress**

Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the Tenant's trade fixtures or Tenant's software and other intellectual property may be distrained by the Landlord. Subject to the foregoing, the other goods and chattels of the Tenant on the Leased Premises at any time during the Term shall not be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption.

### **14.4 Costs**

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

### **14.5 Remedies Cumulative**

Notwithstanding any other provision of this Lease, the Landlord or the Tenant may from time to time resort to any or all of the rights and remedies available to them in the event of any default hereunder by the other party, either by any provision of this Lease, or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord or the Tenant by statute or common law.

### **14.6 Termination by Either Party**

- (1) Either Party may terminate this Agreement in the event of a material breach without further obligation to the other Party, upon providing at least twenty-four (24) hours' written notice by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice.
- (2) Either party may terminate this Agreement with 60 days' written notice in the event of a termination of the Tenant's Master Services Agreement as a Receiving Facility for Collection Catchment Area 24 with Circular Materials Ontario, or the Tenant's Preconditioning Agreement with Circular Materials Ontario.

## **Article 15 — General**

### **15.1 Force Majeure**

Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be

postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 15.1 shall not, under any circumstances, operate to excuse the Tenant from prompt payment of Rent and other charges payable under this Lease.

### **15.2 Effect of Waiver or Forbearance**

No waiver by either party hereto of any breach by the other party of any of its covenants, agreements or obligations in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by either party hereto to seek a remedy for any breach by the other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent.

### **15.3 Notices**

Any notice, delivery, payment or tender of money or documents to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the party addressed at the address for such party set out in Section 1.1(a) or (b) as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received upon delivery of the same or on the third (3rd) business day following such mailing as the case may be. Either party may, by notice in writing to the other, from time to time designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed. Notwithstanding the foregoing, any notice, delivery, payment or tender of money or documents to be given or made to either party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

### **15.4 Notice of Lease**

Neither the Landlord nor the Tenant nor anyone on their behalf or claiming under them shall register this Lease in whole or in part. Either party may register a notice of lease that does not contain any of the financial terms of this Lease.

### **15.5 Interpretation**

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease. Each obligation of the Landlord and the Tenant in this Lease shall be considered a covenant for all purposes. If the Tenant has failed to perform any of its obligations under this Lease, such obligations shall survive the expiration or other termination of this Lease.

### **15.6 Severability**

If any Article or Articles or part or parts of an Article or Articles in this Lease are or become illegal or unenforceable, it or they shall be considered separate and severable from the Lease, and the remaining provisions of this Lease shall remain in full force and effect and shall be binding upon the Landlord and the Tenant as though such Article or Articles had never been included in this Lease.

### **15.7 Entire Agreement**

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties hereto, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties hereto.

### **15.8 Successors and Assigns**

The rights and liabilities of the parties shall enure to the benefit of their respective successors and assigns, subject to any requirement for consent by the Landlord hereunder.

### **15.9 (This section intentionally left blank)**

### **15.10 Time of Essence**

Time shall in all respects be of the essence hereof, provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Landlord and the Tenant or their respective solicitors, who are hereby expressly appointed for that purpose.

### **15.11 Canadian Funds**

All references to dollar amounts contained in this Lease shall be deemed to refer to Canadian funds.

### **15.12 Further Assurances**

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration therefor, co-operate with and take such additional action as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Lease.

### **15.13 Non-Business Days**

In the event that any date specified or any date contemplated in this Lease shall fall upon a day other than a business day, then such date shall be deemed to be the next following business day. For the purposes of this lease, a "business day" shall be any day that is not a Saturday, a Sunday or a statutory holiday in the province in which the Leased Premises are located.

### **15.14 London Hydro Solar Lease**

The Tenant acknowledges that the rights conferred under the Lease Agreement will be subject to an existing lease agreement between the Landlord and London Hydro Inc. to permit the installation and operation of solar photovoltaic energy systems on a portion of the Leased Premises (the "Solar Lease"). The Tenant acknowledges receipt of a copy of the Solar Lease and warrants that no actions shall be taken or rights exercised under the Lease by the Tenant, its employees, contractors, agents and assigns that interfere with the rights granted to London Hydro under the Solar Lease. The Landlord shall indemnify and hold harmless the Tenant and its respective officers, directors, employees, agents and representatives (collectively, the

“Indemnitees”) from any and all claims or losses brought by London Hydro or any third party arising out of the Solar Lease or the presence of the solar photovoltaic energy systems on a portion of the Leased Premises, save and except any claims arising from the Tenant’s negligence.

#### **15.15 Reference Plan**

The Landlord and the Tenant agree that a reference plan describing the Leased Premises shall be prepared and registered in the applicable Land Registry Office and the costs of preparation and registration of such plan shall be borne equally by the Landlord and the Tenant.

### **Article 16 — Special Provisions**

#### ***16.1 Rights to Extend***

The Tenant shall have the right to extend the Term four (4) consecutive times, for an additional five (5) years each (the “Extension Terms”). The Landlord shall, upon the Tenant's written request to the Landlord, at least TWELVE (12) months prior to the expiration of the Term, grant to the Tenant the Extension Term on an “as is” basis, upon the same terms and conditions as set out in this Lease except that:

- (a) the Landlord and the Tenant shall enter into an extension agreement to evidence each Extension Term in a form provided by the Landlord; and
- (b) the Basic Rent payable during an Extension Term shall be the fair market rent based on the annual basic rental rate current at the commencement of such Extension Term for similar premises of comparable size and dimensions in similar buildings in like locations, excluding any value attributable to the Tenant's fixtures, equipment and Leasehold Improvements and, failing agreement between the Landlord and the Tenant as to such fair market Basic Rent on or before expiration of the Term, such amount shall be determined by arbitration pursuant to the *Arbitration Act, 1991, S.O. 1991, c.17*, as amended.

IN WITNESS WHEREOF the parties hereto have duly executed this Lease.

**The Corporation of the City of London**

Per: \_\_\_\_\_

Name: Josh Morgan

Title: Mayor

Per: \_\_\_\_\_

Name: Michael Schulthess

Title: Clerk

I/We have the authority  
to bind the Corporation

c/s

**Miller Waste Systems Inc.**

Per: \_\_\_\_\_

Name: Joseph Johnson

Title: President

Per: \_\_\_\_\_

Name: Steve Moote

Title: CFO

I/We have the authority  
to bind the Corporation

c/s

Schedule "A" (Sketch Showing Leased Premises)

AERIAL MAP





Schedule "B"

**Tenant's Equipment**

<b>Equipment ID</b>	<b>Equipment Description</b>
C-1	C-1 Chain Roller Conveyor
C-2	C-2 Chain Roller Conveyor
C-3	C-3 Idler Conveyor
C-4	C-4 Slider Bed Conveyor
C-5	C-5 Slider Bed Conveyor
M-6	M-6 Electro Magnet
C-7	C-7 Slider Bed Conveyor
S-8	S-8 Fine Screens & Glass Breaker
C-10	C-10 Slider Bed Conveyor
PP-11	PP-11 Plastic Perforator
S-12	S-12 Fine Screens
C-13	C-13 Slider Bed Conveyor
C-14	C-14 Slider Bed Conveyor
C-15	C-15 Speed Belt Conveyor
OPT-16	OPT-16 Optical Sorting
OPT-17	OPT-17 Optical Sort Compressors
C-17	C-17 Slider Bed Conveyor
C-18	C-18 Slider Bed Conveyor
C-19A	C-19A Slider Bed Conveyor
C-19B	C-19B Slider Bed Conveyor
C-20	C-20 Slider Bed Conveyor
C-21	C-21 Slider Bed Conveyor
C-22	C-22 Slider Bed Conveyor
ECS-23	ECS-23 Eddy Current
C-24	C-24 Idler Conveyor
C-25	C-25 Idler Conveyor
C-26	C-26 Idler Conveyor
C-27	C-27 Idler Conveyor
C-28	C-28 Idler Conveyor
C-29	C-29 Idler Conveyor
C-31	C-31 Slider Bed Conveyor
C-32	C-32 Slider Bed Conveyor
C-33	C-33 Slider Bed Conveyor
C-34	C-34 Slider Bed Conveyor
P-1	P-1 Chain Roller Conveyor
P-2	P-2 Chain Roller Conveyor
P-3	P-3 Slider Bed Conveyor
S-4	S-4 OCC Separator
P-5	P-5 Slider Bed Conveyor

<b>Equipment ID</b>	<b>Equipment Description</b>
P-6	P-6 Slider Bed Conveyor
P-7	P-7 Slider Bed Conveyor
P-8	P-8 Slider Bed Conveyor
S-9	S-9 Fine Disc Screens
P-10	P-10 Slider Bed Conveyor
P-11	P-11 Slider Bed Conveyor
P-12	P-12 Slider Bed Conveyor
P-13	P-13 Slider Bed Conveyor
P-14	P-14 Slider Bed Conveyor
P-15	P-15 Slider Bed Conveyor
P-16	P-16 Slider Bed Conveyor
P-17	P-17 Slider Bed Conveyor
P-18	P-18 Slider Bed Conveyor
MMF-1	MMF-1 Mach Motion Floor
MMF-2	MMF-2 Mach Motion Floor
MMF-3	MMF-3 Mach Motion Floor
MMF-4	MMF-4 Mach Motion Floor
B-5	B-5 Chain Roller Conveyor
B-6	B-6 Chain Roller Conveyor
B-7	B-7 Chain Roller Conveyor
B-8	B-8 Slider Bed Conveyor
B-9	B-9 Slider Bed Conveyor
B-10	B-10 Chain Roller Conveyor
B-11	B-11 Chain Roller Conveyor
B-12	B-12 Slider Bed Conveyor
B-13	B-13 Slider Bed Conveyor
B-14	B-14 Slider Bed Conveyor
B-15	B-15 Baler (Container)
B-16	B-16 Baler (Fiber)
B-17	B-17 Slider Bed Conveyor
B-18	B-18 Closed Door Baler (Film)
CP-1	CP-1 ONP Compactor
CP-2	CP-2 ONP Compactor
CP-3	CP-3 Residue Compactor
CP-4	CP-4 Residue Compactor
Bulky Hopper	Over Sized Tubs